

	By Registered Post
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TENDER COVER SHEET

(Please refer clause ---25--- in page 15 of the tender)

CE 496/GENL (REV 2002)
FORM FOR TENDER REGULATIONS

SOUTHERN RAILWAY

WORKS CONTRACT

REGULATIONS FOR TENDERS AND CONTRACTS AND

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER

TENDER AGREEMENT FORM

ITEM NO OF TENDER NOTICE NO OF.....CE/.....//DRM/W/PGT
.....//CE/CN/.....//ENGINEER.....

1. Name Of The Tenderer to whom
the tenderer form is issued:
(Please indicate details if the documents are downloaded from internet)
2. Address:
3. Serial No. Assigned to the Tender Form:
4. Date of sale:.....
5. Signature & Name of the Official
who issued the Form:

NOTES: (1) Transfer of tender from purchased by one tenderer to another is not permissible.

(2) The tender form is required to be submitted intact together with all documents supplied at the time of sale, without any pages being removed. Any other documents required to be submitted as per the conditions shall also be attached. Failure to comply with this requirement will render the tender liable to be rejected.

(3) This document is the property of southern railway and is issued only for the use of the tendered for submitting offers and should not be used in any other form nor be copied or reproduced.

Signature of Tenderer/Contractor

CE.496/GENL1 (REV 2002)
FORM FOR TENDER REGULATIONS

SOUTHERN RAILWAY
REGULATIONS FOR TENDERS AND CONTRACTS
AND INSTRUCTIONS TO TENDERERS AND CONDITIONS FOR TENDER

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Signature of Tenderer/Contractor

CE.496/GENL2 (REV 2002)
FORM FOR REGULATIONS (CONTD)

SOUTHERN RAILWAY

**REGULATIONS FOR TENDERS AND CONTRACTS AND INSTRUCTIONS
TO TENDERERS AND CONDITIONS FOR TENDER**

**(FOR THE GUIDANCE OF ENGINEERS AND CONTRACTORS FOR ENGINEERING
WORKS UNDER WORKS CONTRACTS)**

MEANING OF TERMS

1. **Definitions:** In these Regulations for Tenders and Contracts, the following terms shall have the meaning assigned hereunder except where the context otherwise requires:-
 - (a) "Railways" shall mean the President of the Republic of India or the Administrative Officers of the Southern Railway or of the Successor Railway authorized to deal with any matters, which these presents are concerned on his behalf.
 - (b) "General Manager" shall mean the Officer in charge for the general superintendence and control of the Railway and shall also include the General Manager(Construction), Southern Railway and shall mean and include their successors of the Successor Railway.
 - (c) "Chief Engineer" shall mean the Officer in charge of the Engineering Department of the Southern Railway and shall also include the Chief Engineer (Construction), Chief Signal and Telecommunication Engineer, Chief Signal and Telecommunication Engineer (Construction), Chief Electrical Engineer (Construction) and shall mean & include their successors of the Successor Railway.
 - (d) "Divisional Railway Manager" shall mean the Officer in charge of a Division of the Southern Railway and shall mean and include the Divisional Railway Manager of the Successor Railway. Divisional Railway Manager (Works) shall be the Officer in charge of the Engineering Department on the Division and similar is far S&T, Electrical etc., for the concerned department.
 - (e) "Engineer" shall mean the Divisional Engineer, Southern Railway or the Executive Engineer, Southern Railway, and shall mean and include the Divisional Signal and Telecommunication Engineer, Divisional Signal & Telecommunication Engineer (Construction), Divisional Electrical Engineer and Divisional Electrical Engineer (Construction) in executive charge of the works and shall include the superior officers of the Engineering, Signal & Telecommunication, and Electrical Department of the Southern Railway i.e., the Senior Divisional Engineer/Deputy Chief Engineer/Chief Engineer, Principal Chief Engineer, Deputy Chief Engineer (Construction)/Chief Engineer (Construction)/Chief Administrative Officer (Construction), Senior Divisional Signal and Telecommunication Engineer/Deputy Chief Signal and Telecommunication Engineer/Chief Signal & Telecommunication Engineer, Deputy Chief Signal & Telecommunication Engineer (Construction)/Chief Signal & Telecommunication Engineer (Construction), Senior Divisional Electrical Engineer/Deputy Chief Electrical Engineer/Chief Electrical Engineer, Deputy Chief Electrical Engineer (Construction)/Chief Electrical Engineer (Construction) and others superior Officers of the concerned department of the Southern Railway and shall mean and include the Engineers of the Successor Railway.

Signature of Tenderer/Contractor

- (f) “Tender” shall mean the person/the firm/co-operative society or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assigns.
- (g) “Contractor” shall mean the person/firm/co-operative society or company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.
- (h) “Contract” shall mean and include the Agreement or Work Order, the accepted schedule of rates or the printed Schedule of Rates of the Southern Railway modified by the tender percentage for items of works quantified or not quantified, the General Conditions of Contract, the Special Conditions of Contract if any, the drawings, the specifications, the special specifications if any, schedule of quantities. Manuals and instructions if any and Tender Forms if any, all in complete known as “Contract Documents”.
- (i) “Limited Tenders” shall mean tenders invited from all or some Contractors on the approved or select list of Contractors with the Railway.
- (j) “Open Tenders” shall mean the tenders invited in open and public manner and with adequate notice and publicity.
- (k) “Works” shall mean the works to be executed in accordance with the contract.
- (l) “Specifications” shall mean the Southern Railway’s Specifications for Materials and Works, 1969, issued under the authority of the Chief Engineer from time to time or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms or as modified from time to time.
- (m) “Schedule of Rates of the Southern Railway” shall mean the Southern Railway Engineering Departments’ Schedule of Rates, 2008 issued under the authority of the Chief Engineer from time to time or as amplified, added to or superseded from time to time.
- (n) “Drawings” shall mean the maps, drawings, plans and tracings or prints thereof annexed to the Tender Forms.
2. **Singular or Plural:** Words importing the singular number shall also include the plural and vice versa where the context requires.
3. **Interpretation:** These Regulations for Tenders and Contracts shall be read in conjunction with the General Conditions of Contract which are referred to herein and shall be subject to modifications, additions or super sessions by special conditions of contract and/or drawings, manuals, specifications and/or special specifications, if any, annexed to the Tender Forms.
4. **Tenders:** Works of construction and of supply of material shall be entrusted for execution to Contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. Open tenders shall be called in open and public manner duly giving adequate publicity and notice. List of approved Contractors shall also be maintained in the Railway. The said list shall be revised periodically, once in a year or so, by giving wide publicity through advertisements etc.
- 4.1 **Application for Registration:** While seeking registration, a Contractor including a contractor who is already on the approved list shall apply to the nearest General Manager (Construction), Chief Administrative Officer (Construction), Chief Engineer and/or Divisional Railway Manager, furnishing particulars regarding: -
- (a) his position as an independent Contractor specifying the engineering organization available with details and partners/staff/engineers employed with qualifications and experience ;

Signature of Tenderer/Contractor

- (b) his capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm, with details about the transport equipments, construction tools and plants etc., required for the work, maintained by him ;
 - (c) his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified if need be, by reference to the signatories thereof ;
 - (d) his knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work ;
 - (e) his ability to supervise the work personally or by competent and duly authorized agents ;
 - (f) his financial position ‘
 - (g) authorized copy of the current Income – tax Clearance Certificate.
 - (h) any other as called for.
- 4.2)An applicant shall clearly state the categories of works for which and the area/zone/division (s)/ district (s) in which he desires registration in the list of approved Contractors.
- 4.3)The selection of Contractors for enlistment in the approved list would be done by a committee for different value slabs as notified by the Railway.
- 4.4)An annual fee or otherwise as prescribed by the Railway from time to time would be charged from such approved Contractors to cover the cost of processing of tenders, sending notices to them, clerkage for tenders etc.
- 4.5)The list of approved Contractors would be treated as confidential office record.

TENDERS FOR WORKS

5. **Tenders Forms :** Tender Forms will embody the contents of the Contract Documents either directly or by reference. Tender Forms shall be issued on payment of the prescribed fees to the appropriate Contractors on the list of Approved Contractors. Contractors not on the list of Approved Contractors. Contractors not on the list of Approved Contractors, will, on payment of the prescribed fees, be furnished with Tender Forms and they shall be required to submit evidence regarding their financial status, previous experience and ability to execute the works, and an authorized copy of the current Income-Tax Clearance Certificate without which their tenders will not be considered. All pages of the Tender Forms, as per specimen form at Annexure I and I (A) and I (B) and all other annexures, including the ‘Regulations and Instructions’, shall be signed by the Tenderer clearly in acceptance of the same while submitting the tender. No alterations/ corrections/modifications of the Tender Forms is admissible. Tenders with such altered/corrected /modified Tender Forms will be rejected by the Chief Engineer/Chief Engineer (Construction)/Divisional Railway Manager/Engineer. The tender documents shall be witnessed by two individuals of appropriate stature.
6. **Omissions and Discrepancies :** Should a Tenderer find discrepancies in, or omissions from the drawings or any of the Tender Forms or other Contract Documents or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all Tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful Tenderer shall take upon himself and provide for the risk of any errors, omissions and discrepancies which may subsequently be discovered and shall make no subsequent claim on account thereof.

7. **Earnest Money : .**

Value of the work (Tender Value)	EMD
For works estimated to cost upto Rs.1 crore	2% of the estimated cost of the work
For works estimated to cost more than Rs.1 crore	Rs.2 lakhs plus ½ % (half percent) of the excess of estimated cost of work beyond Rs.1 crore subject to a maximum of Rs.1 crore

The Tenderer shall be required to deposit Earnest Money with the tender for the due performance of the stipulation to keep the offer open till such date as specified in the tender, under the condition of Tender :-

Signature of Tenderer/Contractor

- (a) The Earnest Money should be in cash or in any of the following forms :-
- (i) Deposit receipts, pay orders, demand drafts. These forms of Earnest Money could be either of the State Bank of India or of any of the Nationalised banks. No confirmatory advice from the Reserve Bank of India will be necessary.
 - (ii) Deposit receipt executed by the Scheduled banks (other than the State Bank of India and the Nationalised Banks) approved by the Reserve Bank of India for this purpose.
- (b) It shall be understood that the tender documents have been sold/issued to the Tenderer and the Tenderer is permitted to tender in consideration of stipulation on his part and that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the Tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted this Earnest Money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause – 16 of the General Conditions of Contract. The Earnest Money of other Tenderers shall, save as hereinbefore provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (d) The Earnest Money may be accepted in the following forms :-
- (i) A deposit in cash
 - (ii) Government securities at 5% below the market value.
 - (iii) Deposit receipts or demand drafts of the Nationalised Bank.
 - (iv) A deposit in the Post Office Saving Bank.
 - (v) National Savings Certificates.
 - (vi) Twelve Year National Defence Certificates
 - (vii) Ten Year Defence Deposits.
 - (viii) National Defence Bonds
 - (ix) Time Deposit Account, which came into force on 16.3.1970 and notified under the Ministry of Finance, Notification No. F3 (7) NS/70, dated 28.2.70.
 - (x) IRFC Bonds.

Note : These certificates/bonds under items (v) to (viii) may be accepted at their surrender value.

8. Care in Submission of Tenders :

- (a) Before submitting a tender, the Tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the Tender Forms are adequate and all inclusive to accord with the provisions in Clause-37 of the General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- (b) When work is tendered for by a firm or company of Contractors, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway will not be bound by any power of attorney granted by the Tender or by changes in the composition of the firm made subsequent to the execution of the

Signature of Tenderer/Contractor

contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

9. **Right of Railway to deal with tenders :** The Railway reserves the right of not to invite tenders for any of the Railway work or works or to invite open or limited tenders and when tenders are called, to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action.

CONTRACT DOCUMENTS

10. **Execution of Contract Documents :** The Tenderer whose tender is accepted shall be required to appear in person at the office of the General Manager/General Manager (Construction)/Chief Administrative Officer (Construction)/Chief Engineer/Divisional Railway Manager or the concerned Engineer, as the case may be, or in case of a firm or corporation, a duly authorized representative shall so appear and execute the Contract Documents within 15 (Fifteen) days after notice that the contract has been awarded to him and/or on receipt of the letter of acceptance of the tender, in specimen form at Annexure II. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the Earnest Money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies available to the Railway.

- 10.1 In the event of any Tenderer whose tender is accepted refusing to execute the Contract Documents as hereinbefore provided, the Railway may determine that such Tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Earnest Money and also to recover the damages for such default.

11. **Form of Contract Documents :** Every contract shall be complete in respect of the document it shall so constitute. The Contract Documents shall include all or any of the documents listed in the definition for "Contract" updated to the date of issue of tender notice for the work. It should be understood that every endeavor has been made by the Railway to update all the documents and the Tenderer shall take upon himself and provide for the work of any deficiency or error in this regard which may subsequently be discovered and shall make no subsequent claims on account thereof. Not less than 3 (three) copies of the Contract Documents, shall be signed by the competent authority and the Contractor and one copy given to the Contractor.

(a) For Zone or Zonal contracts, awarded on the basis of the percentage at par or above or below the schedule of Rates of the Engineering Department and/or other departments of the Southern Railway for the whole or part of financial year, the contract agreement required to be executed by the Tenderer whose tender is accepted shall be as per specimen form at Annexure III or as may be prescribed by the Railway. During the currency of the Zone contract, Work Orders as per specimen form at Annexure III(A), for works not exceeding Rs. 2,00,000/- each, or so as specified by the Railway, will be issued by the Divisional Railway Manager/Engineer under the agreement for the Zone Contract.

(b) For contracts for specific works, valued at more than Rs. 10,000/-, the contract agreement required to be executed by the Tender whose tender is accepted shall be as per specimen form at Annexure IV or so as may be prescribed by the Railway.

12. **Form of Quotation :**

(a) The tender shall be submitted in the prescribed form annexed hereto at Annexure I, I(A), I(B) and other relevant annexures, quoting a percentage above or below or at par the rates shown in the printed SRUSSOR - 2011, of the Engineering Department of the Southern Railway, as corrected by and upto Correction Slip No..... and lump sum rates for the items given in other Schedule in the tender. The quotations will be subject to the general and special instructions contained in the SRUSSOR - 2011 and the other documents of the Contract Documents to which the 'Tenderers' special attention is drawn. The percentage and rates quoted must be clearly written in figures and words and the percentage quoted shall apply to all items in all the

Signature of Tenderer/Contractor

Chapters of the SRUSSOR - 2011. The percentage/rates quoted must be firm, precise and unconditional.

- (b) If any item is excluded by the Tenderer while submitting his tender, the Engineer may reject the tender.

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER

13. The following documents form part of this Tender/Contract :
- (a) Tender Forms and Schedule of approximate quantities (including all annexure) (enclosed)
 - (b) Special Conditions / Specifications and Special Specifications (enclosed)
 - (c) Printed General Conditions of Contract and Specifications for Materials and Works, 1969 of the Southern Railway, as amended/corrected upto Correction Slips upto-date, copies of which can be seen in the Office of the Engineer / Chief Engineer (Construction) or obtained from the office of the Chief Engineer (Construction)/Divisional Railway Manager/..... of Southern Railway on payment of Rs. & Rs. per copy respectively.
 - (d) Printed SRUSSOR - 2011, as amended/corrected upto Correction Slips upto-date, copies of which can be seen/obtained in/from the office of the above on payment of Rs. per copy.
 - (e) All general and detailed drawings pertaining to the work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
 14. Drawings for this work : The Drawings for the work can be seen in the office of the Chief Engineer / Chief Engineer (Construction)/Divisional Railway Manager/Engineer at any time during the office hours. The drawings are only for the guidance of Tenderer. Detailed working drawings (if required), based generally on the drawings mentioned above, will be given by the Engineer or his representative from time to time.
 15. The Tenderer shall quote his rates as a percentage above or below or at par the Schedule of Rates, 2008 of the Southern Railway as applicable to Sr. DEN/DEN/Central..... of ...PGT..... Division except where he is required to quote item rates./lump sum rates and must tender for all the items shown in the schedule of approximate quantities attached. The quantities shown in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of Railway. The Railway does not also guarantee work under each item of the schedule.
 16. Tenders containing erasures and/or alterations of the tender documents are liable to be rejected. Any correction made by Tenderer in his entries must be attested by him.
 17. **Currency for the work :** The works are required to be completed within a period of ----- months from the date of issue of the acceptance letter.
 18. **Earnest Money for this Tender :**
 - (a) The tender must be accompanied by a sum of -----as Earnest money deposited in cash or in any of the forms as mentioned hereinbefore, failing which the tender will not be considered.
 - (b) The Tenderer shall keep the offer open for a minimum period of **90**..... days from the date of opening of the tender. it is understood that the tender documents has been sold/issued to the Tenderer and the Tenderer is permitted to tender in consideration of the stipulation on his part that after submitting his tender subject to the period being extended further if required by mutual agreement from time to time, he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer/Railway. Should the Tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money, for the due performance of the above stipulation, shall be forfeited to the Railway.
 - (c) If the tender is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfillment of the contract. This amount of Security Deposit shall be forfeited if the Tenderer/Contractor fail to execute the Agreement Bond within 15 days after receipt of notice issued by the Railway that such documents are ready or to commence the work within 15 days after receipt of the orders to that effect.

Signature of Tenderer/Contractor

- (d) The Earnest Money of the unsuccessful Tenderer(s) will, save as hereinbefore provided, be returned to the unsuccessful Tenderer(s) within a reasonable time but the Railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
19. **Right of the Railway to deal with this Tender :** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no Tenderer shall demand any explanation for the cause of rejection of his tender nor the Railway undertaker to assign reasons for declining to consider or reject any particular tender or tenders.
20. If the Tenderer deliberately gives wrong information in his tender or creates circumstances for the acceptance of his tender, the Railway reserves the right to reject such tender at any stage.
21. If the Tenderer expires after the submission of his tender or after the acceptance of his tender, the Railway shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.
22. **Income-Tax Clearance Certificate :** The Tenderer is required to produce along with his tender an authorized copy of the Income-Tax Clearance Certificate or a sworn affidavit duly countersigned by the Income-Tax Officer to the effect that he has no taxable income.
23. **Tenderer's Credentials :** Documents testifying the Tenderer's previous experience and financial status should be produced along with the tender or when desired by the competent authority of the Railway.
24. Tenderer who has not carried out any work so far on the Railway and who is not borne on the approved list of the Contractors of the Southern Railway should submit along with his tender credentials to establish :-
- (i) His capacity to carry out the works satisfactorily.
 - (ii) His financial status supported by Bank reference and other documents.
 - (iii) Certificates duly attested and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
25. **Submission of Tender :** Tender must be enclosed in a sealed cover, superscribed "**Tender Notice No. -----**

Name of Work -----

. and must be sent by registered post to the address of the Chief Engineer/ Chief Engineer (Construction) / Divisional Railway Manager

/W/PGT...../...../Engineer/..... Southern Railway
so as to reach his office not later than ----- hours on

..... or deposited in the special box allotted for the purpose in the office of the Chief Engineer/Chief Engineer (Construction) / Divisional Railway Manager/W/PGT/..... Engineer/..... Southern Railway. This special box will be sealed at hours on ----- The tender will be opened at hours on the same day. The tender papers will not be sold after hours on -----

Tenderers may paste the "Tender Cover Sheet", printed along with this tender to fulfill superscribing requirements as specified in this clause.

26. Execution of Contract Documents : The successful Tenderer shall be required to execute an agreement with the President of India acting through the Chief Engineer/Chief Engineer (Construction) / Divisional Railway Manager / W/PGT /Engineer/..... Southern Railway for carrying out the work according to the Contract Documents.

27. Partnership deeds, Power of Attorney etc. : The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a Partnership concern. If the tender is submitted on behalf of a Partnership Concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of Partnership Concern. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the

Signature of Tenderer/Contractor

tender documents. The Railway will not be bound by any power of attorney granted by the Tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

28. The Tender, whether **sole Proprietor, a Limited Company or a Partnership Concern**, if they want to act through an agent or individual partner, should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he be partner of the firm or any other person specifically authorizing him to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign the “No Claim Certificate” and refer all or any disputes to arbitration.

29. Employment/Partnership, etc., of Retired Railway Employees :

(a) Should a Tenderer be a retired engineer of the Gazetted rank or any other Gazetted Officer working before his retirement, whether in the executive or administrative capacity, or whether holding a pensionable post or not, in any department of any of the Railways owned and administered by the President of India for the time being, or should a Tenderer being a Partnership Concern have as one of its partners a retired engineer or retired Gazetted Officer as aforesaid, or should a Tenderer being an incorporated Company have any such retired Engineer or retired Officer as one of its Directors, or should a Tender have in his employment any retired Engineer or retired Officer as aforesaid, the full information as to the date of retirement of such Engineer or Gazetted Officer from the said service and in case where such Engineer or Officer had not retired from the Government service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated Company, to become a partner or Director as the case may be, or to take the employment under the Contractor, has been obtained by the Tenderer or the Engineer or Officer, as the case may be, from the President of India or any Office, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or without a statement to the effect that no such retired Engineer or retired Gazetted Officer is associated with the Tenderer as the case may be, shall be rejected.

(b) Should a tenderer or Contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of Partnership Concern or Company of Contractors one or more of his shareholder(s) or a relative(s) of the shareholder(s) employed in Gazetted capacity in any department of any of the Railways, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in clause 62 of the General Conditions of Contract.

30. Non-compliance with any of the conditions set forth hereinabove is liable to result in the tender being rejected.

(.....)

Signature of the Tenderer(s)

Place :

Name :

Date :

Address :

Signature, name and addresses of the witnesses to the signature of the Tenderer(s) :

- 1.
- 2.

सी.ई./CE496/टी एफ TF(रेव REV2002)

गिविदा प्रस्तुत करो के लिए फार्म/FORM FOR SUBMISSION OF TENDER

उपबंध/Annexure-I

दक्षिण रेलवे/ SOUTHERN RAILWAY

गिविदा फार्म/ TENDER FORM

संदर्भ सं. REF No./दिनांक/DATE.....

सेवा में/TO

भारत के राष्ट्रपति/THE PRESIDENT OF INDIA,

द्वारा कार्य कर रहे Acting through the

मुख्य इंजीनियर/मंडल रेल प्रबंधक/ मुख्य इंजीनियर(सन्निर्माण)

Chief Engineer/Divisional Railway Manager/Chief Engineer(Construction)/

उप मुख्य इंजीनियर(सन्निर्माण)/ दक्षिण रेलवे/

Dy.Chief Engineer(Construction)/ Southern Railway/

कार्य का नाम /Name of work: -----

...गिविदा नोटिस सं./Tender Notice No.....

1. मैं/हम, _____ इससे संलग्न गिविदा की विभिन्न शर्तों को पढ़ लिया है और मैं/हम उक्त शर्तों का पाला करो के लिए सहमत हूँ / हूँ । मैं/हमो गिविदा दस्तावेजों (यागी गिविदा की सामान्य शर्तें, विशेष शर्तें व विनिर्दिष्टियाँ, विशेष विनिर्दिष्टियाँ एवं दक्षिण रेलवे की सामग्रियों व संकर्म, 1969 के लिए विनिर्दिष्टियाँ तथा दक्षिण रेलवे की दर आसूची, 2008 तथा गिविदा के साथ संलग्न सभी अय दस्तावेज) का अवलोका किया है तथा मुझे/हमें पूर्ण रूप से मालूम है कि पूर्वोक्त संपूर्ण गिविदा दस्तावेजों के अधीन अगर मेरी/ हमारी गिविदा स्वीकृत होती है तो मुझे/हमें गिविदा गिष्यादित करा है । मैं / हम _____ मंडल के _____ भाग के वरिष्ठ मंडजी/मंडजी/ _____/_____ के दक्षिण रेलवे के मुद्रित दर आसूची, 2008 में दर्शाई गई दरों पर कार्य _____ के संकर्मों को करो के लिए तैयार हूँ/हूँ जो शुद्धि पर्यी सं. _____ दिनांक _____ द्वारा एवं तक समतुल्य/अधिक/कम _____ प्रतिशत तक आसूची 'क' के संबंध में (दर आसूची 2008 में दी गई मर्दें) और मेरे/हमारे द्वारा कोट की गई दरें आसूची _____(दर आसूची 2008 में दी गई मर्दें) के संबंध में और आसूची _____ में दी गई मर्दों के लिए एक मुश्त दरें और स्वीकृति का पत्र जारी करो की तारीख से _____ महीनों के भीतर कार्य को हर प्रकार से पूरा करो के लिए स्वयं को आबद्ध करता हूँ/करते हैं ।

I/We,.....have read the conditions of tender attached hereto and agree to abide by said conditions. I/We have perused the Contract Documents (i.e. the General Conditions of Contract, Special Conditions and Specifications, special specifications and the Specifications for Materials and Works, 1969 of the Southern Railway and the SRUSSOR - 2011, of the Southern Railway and all other documents attached to the tender) and that I/We am/are fully aware that I/We will have to perform the contract if my/our tender is accepted subject to the Contract Documents complete aforesaid. I / We offer to do the works of the work ----

-----at the rates shown in the printed SRUSSOR - 2011, of Southern Railway of the Senior DEN/DEN/ _____ portion of _____ division as corrected by and upto correction slip no. ___at par/enhanced/diminished by _____ per cent in respect of Schedule 'A' (items covered by the SRUSSOR - 2011) and at the rates quoted by me/us in respect of Schedules _____(items not covered by the SRUSSOR - 2011) and lump sum rates for the items given in Schedule _____ and hereby bind myself/ourselves to complete the work in _____ months from the date of issue of the letter of acceptance.

2. गिविदा खोलो की गियत तारीख से _____ दिनों की अवधि के लिए मैं/हम स्वीकृति के लिए इस गिविदा को खोल रखो के लिए सहमत हूँ / हूँ और तत्संबंधी चूक के लिए मेरी/हमारी "बयाा राशि" समपह्त की जाएगी ।

I/We also agree to keep this tender open for acceptance for a period of _____ days from the date fixed for opening the same and in default thereof I/We will be liable for forfeiture of my/our 'Earnest Money'.

3. _____ रु की राशि बयाा राशि के रूप में इसके साथ भेजी जा रही है । बयाा राशि का पूरा मूल्य किसी अय अधिकार या उपचार पर प्रतिकूल प्रभाव डाले बिना समपह्त कर लिया जाएगा, यदि मेरी/हमारी गिविदा स्वीकार कर ली जाती है और यदि A sum of _____ is herewith forwarded as Earnest Money. The full value of

Signature of Tenderer/Contractor

the Earnest Money shall stand forfeited without prejudice to any other right or remedies available to the Railway in case my/our tender is accepted and if:

- A.** मैं / हम रेल द्वारा यह सूचा कि संविदा दस्तावेज तैयार है, प्राप्त हों के पश्चात् सात दिा के भीतर संविदा दस्तावेज िष्यादित िहीं करता हूँ / करते हूँ और
We do not execute the Contract Documents within seven days after receipt of notice issued by the Railway that such documents are ready, or
- B.** मैं / हम कार्य प्रारंभ करो के आदेशों की प्राप्ति के पश्चात् पंद्रह दिा के भीतर कार्य प्रारंभ िहीं करता हूँ / करते हूँ ।
We do not commence the work within fifteen days after receipt of orders to that effect.
4. जब तक औपचारिक रूप से करार तैयार और िष्यादित िहीं कर लिया जाता तब तक इस िविदा की स्वीकृति हमारे बीच एक आबद्धकर संविदा ा उपांतरणों के अधीा रहते हुए बी रहेगी जो हमारे बीच पारस्परिक सहमति से हो तथा इस कार्य के लिए मेरे/ हमारे प्रस्ताव संबधी स्वीकृति पत्र में दर्शाई गई हो । I/We agree that until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.
5. मैं/ हम इसके लिए भी वचाबद्ध हूँ/ हूँ कि उक्त आरेख, िर्दिष्टिाँ एवं संविदा की शर्तों के अनुसार कार्य को करें तथा ऐसी सामग्रियाँ (रेलवे द्वारा आपूर्ति की गई सामग्रियाँ से इतर) के लिए और इंजीनियर की राय में आवश्यक या तत्संबधी िर्माण, समाप्ति और अुरक्षण के लिए प्रासंगिक सभी ऐसे कार्यों को करें और उक्त संकर्म को सभी प्रकार से पूरा करो और िर्धारित अवधि के भीतर आपको या आपके प्रतििधि/प्रतििधियों को सौंपें और संविदा की शर्तों में दिए अनुसार संकर्म को उस अवधि के लिए बाए रखें । I/We also undertake to carry out the work in accordance with the said plans, specifications and conditions of contract, and to find and provide such of the materials (other than those to be supplied by the Railway) for, and to do all such things which in the opinion of the Divisional Engineer may be necessary for, or incidental to the construction, completion and maintenance thereof and to complete the whole of the said works in all respects, and hand them over to you or your representative(s) within the period specified, and to maintain the same for the period and in the manner provided in the conditions of contract.

.....
(ििविदाकार/ििविदाकारों के हस्ताक्षर/SIGNATURE OF THE TENDERERS)

स्था/ PLACE:

नाम /NAME:

दिांक/ DATE:

पता /ADDRESS:

ििविदाकार / ििविदाकारों के हस्ताक्षर के लिए साक्षियों के हस्ताक्षर व पता

SIGNATURE & ADDRESS OF WITNESS TO THE SIGNATURE OF THE TENDERER(S)

साक्षियाँ /Witnesses:

1. हस्ताक्षर/Signature:..... दिांक/ Date..... नाम/ Name..... पता/Address.....
2. हस्ताक्षर/Signature:..... दिांक/ Date..... नाम/ Name..... पता/Address.....

Signature of Tenderer/Contractor

सी.ई. CE496/ टीएफएसडीएल TFSDL (रेव REV2002)
 गिदिदा आसूची के लिए फार्म/ **FORM FOR TENDER SCHEDULE**

उपबंध -1 ए/ **Annexure-IA**

दक्षिण रेलवे / **SOUTHERN RAILWAY**

कार्य का नाम/Name of work :

गिदिदा नोटिस सं./Tender Notice No. मद सं./Item No.

दरों और मात्राओं की आसूची के लिए फार्म

FORM FOR SCHEDULE OF QUANTITIES AND RATES

क्र.सं S.No.	मद सं Item No	कार्य की मद का विवरण Description of item of work	आुमाति मात्रा Approximate Quantity	यूनिट Unit	दरें अंकों और शब्दों में Rates in Figures and in Words रु/Rs पैसे/P	रकम अंकों और शब्दों में Amount in figures and in words रु/Rs पैसे/P
1	2	3	4	5	6	7

मैं/हम _____ दक्षिण रेलवे की दर आसूची, 2008(यथा संशोधित/अद्ययता किया हुआ) के समतुल्य या अधिक/कम
 _____ प्रतिशत में वमंडंजी _____ मंडल के मंडंजी के लिए लागू या ऊपर प्रत्येक मद के लिए कोट की गई दरों पर कार्य करो के लिए
 वचाबद्ध हूँ/हैं ।

I/We undertake to do the work at _____ % above/below or at par the Schedule of Rates,2008, of the Southern
 Railway(as corrected/amended by up-to-date) as applicable to Sr.DEN/DEN/_____ Division or at the rates quoted above for
 each item.

स्था/Place:

.....

तारीख/Date:

गिदिदाकार/गिदिदाकारों के हस्ताक्षर **Signature of the tenderer(s)**

टिप्पणियाँ/ Notes: 1. उपर्युक्त आसूची में दर्शाई गई मात्राएं आुमाति हैं, और गिदिदाकार(गिदिदाकारों) को अंतर्ग्रस्त कार्य की मात्रा का आुमाा लागू के लिए
 मार्गदर्श के रूप में हैं । रेल ऊपर दी गई किसी भी मात्रा को बढ़ाओ /कम करो और/या हटाओ या उसमें सम्मिलित करो का अधिकार आरक्षित रखती है तथा इस मद्दे
 कोई अतिरिक्त दर
 आुजात नहीं होगी ।

The quantities shown in the above schedule are approximate and are as a guide to give the Tenderer(s)
 an idea of the quantum of work involved. The Railway reserves the right to increase/decrease and/or
 delete or include any of the quantities given above and no extra rate will be allowed on this account.

2. दरों की मूलभूत आसूची मदों व अय मदों के लिए उपयुक्त आसूचियों का उपयोग किया जाएगा ।
 Suitable schedules for BSR items and other items shall be used.

Signature of Tenderer/Contractor

3. स्तंभ 1 से स्तंभ 5 विविदा आमंत्रित करो वाले प्राधिकारी के कार्यालय द्वारा भरे जाएंगे । स्तंभ 6 और स्तंभ 7 केवल विविदाकार/विविदाकारों द्वारा तभी भरे जाएंगे जब प्रतिशत विविदाएं आमंत्रित नहीं की गई हैं । प्रतिशतता विविदाओं के लिए फार्म को उपर्युक्त तौर पर संशोधित किया जाएगा । अलग रूप से पहचाने जाने वाले संकर्म/मदों के ग्रुप के लिए अलग अनुसूचियों का उपयोग किया जाएगा । अनुसूची के प्रत्येक पन्ने पर विविदाकार को नाम, तारीख व स्था के साथ हस्ताक्षर करना है ।

Columns 1 to 5 shall be filled by the Office of the Authority inviting tender. Columns 6 & 7 shall be filled by the Tenderer(s) only when percentage tenders are not invited. For percentage tenders, form shall be modified suitably. Separate schedules shall be used for separately identifiable group of works/items. Each page of the schedule should be signed by the tenderer with name, date and place.

विविदाकार/विविदाकारों के हस्ताक्षर के लिए साक्षियों के हस्ताक्षर व पते

Signature & address of the witness to the signature of the tenderer(s)

4. हस्ताक्षर/Signature तारीख/Date.....नाम/Name.....पता/ Address.....

5. हस्ताक्षर/Signature तारीख/Date.....नाम/Name.....पता/ Address.....

Signature of Tenderer/Contractor

सी.ई. CE496/ टी एफ प्रोफार्मा TF PRFOMA(रेव REV2002)
(गियोजा रिपोर्ट करो के लिए फार्म /FORM TO REPORT EMPLOYMENT

उपबंध/Annexure-I(B)

गियोजा रिपोर्ट करो के लिए फार्म

FORM FOR REPORTING OF EMPLOYMENT

(गिविदाकार द्वारा प्रोफार्मा को भरकर हस्ताक्षर करा है और गिविदा के 'गिवियम' के अधीन खंड सं.30 के संदर्भ में गिविदा के साथ प्रस्तुत करा है /
Proforma to be filled in and signed by the Tenderer and submitted along with the tender with
reference to clause No.30 of the conditions under "Regulations" of the tender)

(जो लागू नहीं है उसे काट दें /Strike out whichever is not applicable)

अधोहस्ताक्षरी/The undersigned –

- a. सेवा गिवित्त राजपत्रित अधिकारी हैं जिहो सेवागिवित्त से पहले _____ रेलवे के इंजीनियरी विभाग में पेंशा योग्य पद/गैर पेंशा योग्य पद पर थे ।
Is a retired Gazetted officer holding prior to retirement a pensionable /non pensionable post in the Engineering Department of theRailway.
- b. एक भागीदारी फर्म है और ऊपर उल्लिखितागुसार एक भागीदार सेवागिवित्त इंजीनियर या एक सेवागिवित्त राजपत्रित अधिकारी है ।
Is a partnership firm having as one of its partners a retired Engineer or a retired Gazetted officer as aforesaid.
- c. एक गियमित कंपनी है जहाँ ऊपर उल्लिखितागुसार कोई ऐसे सेवागिवित्त इंजीनियर या सेवागिवित्त राजपत्रित अधिकारी, इसके गिदेशकों में से एक होंगे ।
Is an incorporated company having any such retired Engineer or retired Gazetted officer as aforesaid, as one of its directors.
- d. ऊपर उल्लिखितागुसार कोई सेवागिवित्त इंजीनियर या सेवागिवित्त राजपत्रित अधिकारी मेरी गियोजा में है ।
Is having in my employment any retired Engineer or retired Gazetted officer as aforesaid.
- e. ऊपर बताए अनुसार ऐसे कोई सेवागिवित्त इंजीनियर या सेवागिवित्त राजपत्रित अधिकारी मेरे साथ नहीं है । Has no such retired Engineer or retired Gazatted officer so associated with me as stated above.
2. उपर्युक्त संवर्ग (क)से (घ)तक, किसी भी संवर्ग में आते हैं तो, अधिकारियों का विवरण गिचे दिया जाए : If falling under any of the above categories (a) to (d), particulars of the officer may be furnished hereunder:
- i. सेवागिवित्त हों के पहले किस पद में थे /Post held before retirement
- ii. सेवागिवित्त की तारीख/ Date of retirement.....
- III.
- गिविदा प्रस्तुत करो की तारीख से कम से कम दो साल पूर्व अगर सेवागिवित्त नहीं हुए हैं, तो बताएं कि भारत के राष्ट्रपति या इस संबध में प्राधिकृत कोई अधिकारी द्वारा गिविदाले ऐसी संविदाओं को स्वीकार करो की अनुमति प्राप्त की गई हो/
If not retired at least two years prior to date of submission of tender..... state whether permission for taking such contracts has been obtained form the President of India or any officer duly authorized in this behalf.
3. अगर गिविदाकार या फर्म या कंपनी कोई भी शेयरधारक का/ के रिश्तेदार रेलवे के इंजीनियरी विभाग या अय कोई विभाग में राजपत्रित हैसियत में गियुक्त है/ हैं, रेलवे में कार्यरत ऐसे रिश्तेदारों का विवरण गिचे दिया जाा है :/ If the Tenderer or in the case of a firm or company, any of the shareholders has a relative or relatives employed in Gazetted capacity in the Engineering or any other Department of the Railways, particulars of such relatives in the Railway may be furnished hereunder:-
- i. नाम /Name :
- ii. पदनाम /Designation :
- iii. रिश्तेदारी /Relationship :

गिविदाकार/गिविदाकारों के हस्ताक्षर/Signature of Tenderer(s)

नाम /NAME.....

पता /ADDRESS.....

Signature of Tenderer/Contractor

सी.ई. CE496/ए सी सी एल/ACCL(रेव Rev.2002)

वीकृति पत्र/LETTER OF ACCEPTANCE

उपबंध/Annexure-II**दक्षिण रेलवे /SOUTHERN RAILWAY**

गिविदा की स्वीकृति के लिए फार्म

FORM FOR ACCEPTANCE OF TENDER

(This is only for guidance. The issuing authority will decide the format and contents based on complete contract documents)

सं./No. डब्ल्यू/W

श्री/मेसर्स SHRI./M/S.....

महोदय/Sir(s),

कार्य का नाम / **NAME OF WORK:**.....गिविदा सूचा सं/ **TENDER NOTICE NO:**..... मद सं/ **ITEM NO:**.....

उपर्युक्त कार्य के लिए आपके द्वारा प्रस्तावित गिविदा को मैं स्वीकार करता हूँ और दक्षिण रेलवे के इंजीनियरी विभाग की दर आसूची, 2008 के अनुसार दरों को भुगता करों के लिए सहमत हूँ, जो आसूची 'क' (दर आसूची 2008 में शामिल मदें) के संबंध में _____ प्रतिशत तक समतुल्य/अधिक/कम किए गए दरों पर संशोधित और संशोधित पर्यी सं. _____ के _____ तारीख तक और _____ आसूची में प्रविष्ट दरों पर (दर आसूची, 2008 में शामिल I की गई मदें) और _____ आसूची में दर्शाई गई मदों के लिए इकमुश्त दरें

I accept the tender offered by you for the above work and agree to pay the rates as per the Southern Railway Engineering Department SRUSSOR - 2011, as corrected by and upto Correction Slip No. of at the rates at par/enhanced/diminished by per cent in respect of Schedule 'A' (items covered by the SRUSSOR - 2011) and at the rates as entered in the Schedule(s) (items not covered by the SRUSSOR - 2011) and lump sum rates for the items given in Schedule(s)

उपर्युक्त कार्य के लिए संविदा के करार पर, इस पत्र की प्राप्ति से 7 दिनों के अंदर आपके द्वारा हस्ताक्षर किया जाा है जिसे पावती देय रजिस्ट्री डाक द्वारा सुपुर्द किया जाा है । यह स्वीकृति पत्र, इस संविदा के लिए लागू संविदा दस्तावेजों का अंश बाता है ।

The agreement for the contract for the above work shall be signed by you within 7 days of receipt of this letter, which is despatched by registered post acknowledgement due. This letter of acceptance forms part of the Contract Documents governing this contract.

कृपया इस पत्र की पावती दें /Please acknowledge receipt of this letter.

मंडल रेल प्रबंधक/संकर्म /दक्षिण रेलवे/पालक्काड

DIVISIONAL RAILWAY MANGER/Works/

Southern Railway/Palghat.

(भारत के राष्ट्रपति की ओर से/on behalf of the President of India)

स्था/PLACE:

दिनांक/DATE:

साक्षियाँ/WITNESSES:

1. हस्ताक्षर/Signature.....तारीख/Date.....नाम/Name.....पता/Address.....
- 2.
3. हस्ताक्षर/Signatureतारीख/Date.....नाम/Name.....पता/Address

Signature of Tenderer/Contractor

CE. 496/ZONEAGT (Rev. 2002)
 AGREEMENT FOR ZONE CONTRACT
Annexure – III

SOUTHERN RAILWAY
FORM FOR AGREEMENT FOR ZONE (ZONAL) CONTRACT

CONTRAT (ZONAL) AGREEMENT NO..... DATED

1. Articles of agreement made this day of of 20..... between the “President of India” acting through the of Southern Railway, herein after called the “Railway” of the one part and hereinafter called the “Contractor” of the other part.

2. Whereas the Contractor has agreed with the Railway during the period of months from to for the performance of :-

(a) New works, additions and alterations to existing structures, special repair works and supply of building materials and

(b) All ordinary repair and maintenance works :

subject to the contract value of each such work not exceeding to Rs. 2,00,000/-.

And whereas the Contractor has agreed to carry out the works at any site in Zone as detailed in the southern Railway’s SRUSSOR - 2011 or in SSE/SE(P.Way)/Works)/..... section as may be entrusted to him at the option of the Railway from time to time during the said contract period and as will be set forth in the Work Orders (which Work Orders shall be deemed and taken to be part of this Contract) that will be issued during the said period at par/..... percent above/below the SRUSSOR - 2011, of the Southern Railway, corrected upto Printed/Advance Correction Slip No..... dated and as per the Contract complete and whereas the performance of the said works is an act in which the public are interested.

3. And whereas this contract does not cover/covers supply of ballast included in the SRUSSOR - 2011.

4. And whereas in the case of bad work or materials, the Engineer may take such action as may be deemed necessary under the relevant clauses of the conditions of contract.

5. And whereas the Contractor has deposited a lump sum of Rs...../ as Earnest Money to cover for tendering against any number of works on the southern Railway and has agreed to furnish the full Security Deposit as per rules in force and whereas the Security Deposit is at the instance of the Contractor recovered at 10 per cent of the value of the running bills till the amount of Security Deposit of Rs..... is fully recovered.

6. And whereas the Contractor has deposited a sum of Rs...../towards the Earnest Money and whereas the balance in the Security Deposit after adjustment of Earnest Money of Rs..... originally paid by the Contractor is at the instance of the Contractor recovered at 1- per cent of the value of the running bills till the amount of Security Deposit of Rs..... is fully recovered.

Signature of Tenderer/Contractor

7.The contract shall be in force for the period mentioned above. However, the Chief Engineer/ Chief Engineer (Construction)/Divisional Railway Manager/...../Engineer may at his option and without assigning any reasons for so doing, put an end to this contract at any time. In such case the Contractor will be given a clear notice of three months to enable him to complete all the works entrusted to him through work orders.

Now this indenture witnesseth that in consideration of the payments to be made by the Railway, the Contractor will duly perform the works set forth in the said Work Orders and will execute the same with great promptness, care and accuracy in a workmanlike manner to the satisfaction of the Railway and will complete the same on or before the respective dates specified therein in accordance with the said specifications and said drawings (if any) and the said Contract Documents complete, and will fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein), and the Railway doth hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the completion thereof, the amount due in respect thereof, the amount due in respect thereof, at the rates specified in the schedule(s) hereto annexed.

8. Entrustment of all or any of the works referred to in clause 2 above to the Contractor shall be at the option of the Railway.

9.The cost of stamp duty on the agreement shall be borne by the Railway administration.

10. Zone details and rates under this contract are as under :

Zone	Permanent Way Section/Section	Rate as per Sr. DEN/DEN/..... of Division	SRUSSOR - 2011, of Southern Railway as corrected by and upto Correction Slip No..... dt..... at Par/Enhanced/Diminished by Percentage shown below		
			% In figures	% In words	At par/above/ below

(.....) (.....)
 (CHIEF ENGINEER/ (CONTRACTOR)
 CHIEF ENGINEER (CONSTRUCTION)/.....
 DIVISIONAL RAILWAY MANAGER/.....
 (for the President of India)
 Signature & Address of witnesses to the Signature of the Contractor.
 Witness No.1...../Signature..... Date
 Address.....
 Witness No.2...../Signature..... Date
 Address.....

Signature of Tenderer/Contractor

The works herein mentioned are required to be completed on or before (date). The quantities provided herein are approximate and subject to variation under Clause 42 of the General Conditions of Contract of the Railway, read in conjunction with Special Conditions, if any and other Contract Documents as applicable.

(.....)
Chief Engineer/Chief Engineer Constn)/
Divisional Railway Manager/Works/...../Divisional Engineer/.....
..... Division
..... Railway
(for the President of India)

Place :

Date :

I agree to complete the works herein set forth on or before the date specified under the Zone Contract Agreement herein before referred to in conformity with the drawings here to annexed, if any, and in accordance with the General and Special (if any) Conditions of Contract and the Specifications of Materials and Works, Southern Railway, with all Correction Slips/Amendments up to date.

Witness : (.....)

Name & Signature : 1..... Contractor's Name & Address
2.....

Dated19..... Date

Signature of Tenderer/Contractor

CE 496/WKCTAGT (Rev 2002)
FORM FOR WORKS AGREEMENT
Annexure – IV

SOUTHERN RAILWAY
FORM FOR AGREEMENT FOR WORKS CONTRACTS

NAME OF WORK

1. Articles of agreement made this day of of 20..... between the “President of India” acting through/Chief Engineer/ the Chief Engineer (Construction) / Divisional Railway Manager..... of Southern Railway Administration herein after called the “Railway” of the one part and hereinafter called the “Contractor” of the other part.

2. Whereas the Contractor has agreed with the Railway for the performance of the works “.....” set forth in the schedule(s) hereto annexed and in conformity with the Specifications for Materials and works 1969 of the Southern Railway, the conditions and special conditions, special specifications and drawings, manuals and guidelines hereto annexed, if any, and the General Conditions of Contract, all known as “Contract Documents”, and whereas the performance of the said work is an act in which the public are interested.

3. And whereas the Contractor has deposited a lump sum of Rs...../as Earnest Money to cover for tendering against any number of works on the Southern Railway and has agreed to furnish the full Security Deposit as per rules in force and whereas the Security Deposit is at the instance of the Contractor recovered at 10 percent of the value of the running bills till the amount of Security Deposit of Rs..... is fully recovered.

4. Now this indenture witnesseth that in consideration of the payments to be made by the Railway, the Contractor will duly perform the said works in the said schedules set forth and shall execute the same with great promptness, care and accuracy in a workmanlike manner to the satisfaction of the Railway and will complete the same in accordance with the Contract Documents on or before the day of of 20..... and will maintain the said works for a period of calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth herein), and the Railway doth hereby agree that if the contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof, the amount due in respect thereof, at the rates set forth in the Southern Railway Engineering Department’s printed SRUSSOR - 2011 as corrected by and up to Correction Slip No..... of for Sr. D.E.N./D.E.N./..... of Division at par/enhanced/diminished by..... percent in respect of Schedule ‘A’ (items covered by the SRUSSOR - 2011) and at the rates shown in Schedule(s).....(items not covered by the SRUSSOR - 2011) and at the lump sum rates for items given in Schedule(s).....

5. It is hereby agreed and declared that all the provisions of the said Contract Documents, which have been carefully read and understood by the Contractor, shall be as binding upon the Contractor and upon the Railway as if the same had been repeated herein and shall be read as part of these presents.

6. cost of stamp duty on this agreement shall be borne by the Railway Administration.

(.....) Date:..... (.....)Date:.....

./Chief Engineer/Chief Engineer(construction)/Contractor.....Divisional Railway Manager/.....
Address.....

Southern Railway,.....

(for President of India)

Signature of witnesses with address to signature of the Contractor:

Witness No.1: Signature:..... Date.....Name.....Address.....

Witness No.2: Signature:..... Date,.....Name:.....Address.....

Signature of Tenderer/Contractor