

INSTRUCTIONS TO TENDERERS FOR TENDER FORMS DOWN LOADED FROM INTERNET.Cost of tender forms:

1. In no circumstance will the amount towards the cost of tender form be refunded. Tender forms are not transferable. -* 12% GST added to Tender form.

1)	For works costing upto 5 lakhs	1120/-
2)	For works costing above 5 lakhs and up to 20 lakhs	2240/-
3)	For works costing above 20 lakhs and up to 50 lakhs	3360/-
4)	For works costing above 50 lakhs and up to 2 crores	5600/-
5)	For works costing above 2 crores and up to 50 crores	11200/-

2The tenderers are required to satisfy the following eligibility criteria for all works costing more than 50 lakhs:

Technical Eligibility Criteria:

(a) The tenderer must have successfully completed any of the following during last 07

(seven) years, ending last day of month previous to the one in which tender is invited: Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

(b) (i) In case of composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

Note: Separate completed works of minimum required values for each component shall also be considered for fulfillment of technical eligibility criteria.

(b) (ii) In such cases, what constitutes a component in a composite work shall be clearly predefined with estimated tender cost of it, as part of the tender documents without any ambiguity. Any work or set of works shall be considered to be a separate component, only when cost of the component is more than ₹ 2 crore each.

Note:

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years

excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

Note: a) Work executed in own name only can be considered towards eligibility criteria b) The turn over in the own name company, in whose name the tender is offered, alone will be considered. c) Consortium and firms and MOUs and sister concerns will not be considered towards eligibility criteria.

Financial Eligibility Criteria: The tenderer must have received contractual payments in the previous three financial years and the current financial year upto the date of opening of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client and/or Audited Balance Sheet duly certified by the Chartered Accountant etc.

3. Documents to be submitted along with the tender.

The following documents should be submitted along with the tender.

a) List of works completed in the last three financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work. Date of actual start, actual completion and final value of contract should be given.

b) List of works on hand indicating description of work, contract value and approximate value of balance work yet to be done and date of award.

Note: 1) In case of items (a) & (b) above, supportive documents/ certificates from the organisations with whom they worked/ are working shall be enclosed.

2) Certificate from private individuals for whom such works are executed / being executed will not be accepted.

4. The tenderers are requested to submit the requisite EMD in favour of FA&CAO/S&W/PER, Southern Railway, Chennai - 23 along with the tender documents failing which their offer will be rejected. LSEMD will not be considered.

5. As per Railway Board letter dated 22.09.2014 “ **Earnest Money Deposit (EMD) submitted in the form of instruments should be Demand Draft /Banker’s Cheque only**”. Submission of EMD amount in the form of Bank guarantee will not be entertained.

6. All documents to support fulfillment of eligibility criteria should be furnished along with the tender and should be available at the time of tender opening. Tenders not accompanied by documentary evidence in support of eligibility criteria will be rejected. No post tender communication in any form will be made or entertained, after opening of tenders in this regard.

7. For other details, terms and conditions, the tenderers are advised to refer to the tender documents.

8. No Price Variation Clause (PVC) is applicable for ZONAL CONTRACTS.

9. Tender document can also be down loaded from www.sr.indianrailways.gov.in and tender document can be submitted along with a separate demand draft towards the cost of tender form at the time of tendering failing which the offer will be summarily rejected.

10.Updated GCC with updated correction slip will be followed during the entire tender and agreement period.(go through :-www.indianrailways.gov.in for updated GCC)

**Deputy Chief Engineer/Workshop/
Carriage & Wagon Works/Perambur**

SOUTHERN RAILWAY

REGULATIONS FOR TENDERS AND CONTRACTS AND

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF 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 meanings assigned hereunder except where the context otherwise requires:-
 - a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Southern Railway 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 Southern 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 Engineer and Chief Electrical Engineer (Construction) and shall mean and 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 for 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 & 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 other superior Officers of the concerned department of the Southern Railway and shall mean and include the Engineers of the Successor Railway.
 - 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 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 **Indian Railway Standard specification for Materials and Works 2010 (Vol. I & II)** issued under the authority of Railway Board 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 **USSOR 2021 or CPWD DSR rates 2021 Vol I & II** 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 supersessions by special conditions of contract and / or drawings, manuals, specifications, if any, annexed to the Tender Forms.
4. Tender: Works of construction and of supply of materials 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 then 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;
 - 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. Tender Forms: Tender Forms will embody the contents of the Contract Documents either directly or by reference. Tender Forms shall be issued on payment of prescribed fees to the appropriate Contractors 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 (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. The tender documents shall be witnessed by two individuals of appropriate status.

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:

a) 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 condition of tender. The Earnest money shall be as follows :

Value of the work (Tender Value)	EMD
For works estimated to cost up to 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.

b) It shall be under stood 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 herein before 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.

2) The Earnest money should be in cash or Bankers Cheque /Demand Draft in fovour of FA&CAO of the Railway, executed by State Bank of India or of any of the Nationalized Banks or by a Scheduled Bank.

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 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.

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 7 days (seven) 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 letter of acceptance of the tender, in specimen form at Annexure II. Failure to do so shall constitute a breach of the agreement affected by the acceptance of 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 here in before 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 under stood that every endeavor has been made by the Railways 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 USSOR 2021/CPWD DSR 2021 Vol I & II 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 Zonal contract.
- b) For contracts for specific works, valued at more than Rs.10,000/- the contract agreement to be executed by the Tenderer 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 par the rates shown in the printed **SR-USSOR 2021 Rates or CPWD DSR rates 2021 Volume I & II** , as corrected by and upto Correction Slip No..... of And lump sum rates for the items given in other schedules in the tender. The quotations will be subject to the general and special instructions contained in the **SR USSOR 2021**

rates or CPWD DSR 2021 rates Volume I & II 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 Chapters of the **Southern Railway USSOR 2021/ CPWD DSR rates 2021 Vol I & II**. The percentage/ rates quoted must be firm, precise and unconditional.

- c) 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 Annexures) (enclosed)
- b) Special Conditions/ specifications and special specifications (enclosed)
- c) Printed General conditions of Contract and **Indian Railway Standard specification for Materials and Works 2010 (Vol.I&II)** issued under the authority of Railway Board as amended/ corrected up to correction slips up to 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 **Southern Railway USSOR 2021/ CPWD DSR rates 2021 Vol I & II** , as amended/ corrected upto Correction slip upto date, copies of which can be seen/ obtained in/ from the office of 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 drawing 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 hour. The drawings are only for the guidance of tenderer. Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.

14.1The tenderer shall quote his rates as a percentage above or below or at par Southern **Railway USSOR 2021/ CPWD DSR rates 2021 Vol I & II** as applicable to Sr. DEN/DEN..... ofDivision except where he is required to quote item rates/ lump sum 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.

14.2Tenders containing erasures and/ or alterations of the tender documents are liable to be rejected. Any correction made by the tenderer in his entries must be attested by him.

15.Currency for the work: The works are required to be completed **as per tender document** from the date of issue of the acceptance of letter.

16. EARNEST MONEY FOR THIS TENDER:

- a) The tender must be accompanied by amount **as per tender document** as Earnest Money deposited in cash or in any of the forms as mentioned herein before, failing which the tender will not be considered.
- b) The Tenderer shall keep the offer open for a minimum period of **45 days** from the date of opening of the tender. It is understood that the tender documents have 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 resile 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 7 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.
- d) The Earnest Money of the unsuccessful tenderer(s) will, save as herein before 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.

17. 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 undertake to assign reasons for declining to consider or reject any particular tender or tenders.

17.1. 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.

17.2. 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 the firm retains its character.

18. Income-Tax Clearance Certificate: The Tenderer is required to produce along with his tender an authorised 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.

19. 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.

19.1. 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.

20. Submission Tender: "Tender must be enclosed in a sealed cover, superscribed "Tender Notice No....."/" Item No....."/" Name of the **WORK.**" and must be sent by registered post to the address of the tender calling authority so as to reach at the time, date, specified in the tender OR deposit in the special box allotted for the purpose. This special box will be sealed at **14.00 hours** on the **date of the opening**. Tenderers may paste the "Tender Cover Sheet", printed along with this tender to fulfill superscribing requirements as specified in this clause.

21. Execution of Contract Documents: The successful Tenderer shall be required to execute an agreement with the President of India acting through the Divisional Railway Manager/ Works, Southern Railway for carrying out the work according to the Contract Documents.

22. 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 authorisation 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 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, recognise such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

22.1. The Tenderer, 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 of any other person specifically authorising 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.

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

(1) 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 Railway 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 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 authorised 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 so associated with the Tenderer, as the case may be shall be rejected.

(2) Should a Tenderer or Contractor being an individual on the list of approval 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 Contractor:

Non-compliance with any of the conditions set forth herein above 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.

DY.CE/WS/PER

SOUTHERN RAILWAY

REF. No./DATE.....

To

THE PRESIDENT OF INDIA,

acting through the

Dy.Chief Engineer/Workshops/Perambur

Southern Railway.....

Name of Work – As per the schedule

1. 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 **Indian Railway Standard specification for Materials and Works 2010(Vol.I & II)** issued under the authority of Railway Board and **SR USSOR 2021 or CPWD DSR rates 2021 Volume I & II** 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

.....” at the rates shown in the printed **SRUSSOR 2021 or CPWD DSR rates 2021 Volume I & II** of the Senior DEN/DEN/...../..... portion of division as corrected by and up to correction slip no..... of At par/enhanced/diminished by Per cent in respect of Schedule ‘A’ (items covered by the **Southern RailwayUSSOR 2021 or CPWD DSR 2021 Vol I & II**) and the rates quoted by me/us in respect of Schedules..... (items not covered by the **SR USSOR 2021 or CPWD DSR rates 2021 Volume I & II**) 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.We also agree to keep this tender open for acceptance for a period ofDays 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. A sum of Rs..... is herewith forwarded as Earnest Money. The full value of 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) I/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) I/we do not commence the work within fifteen days after receipt of orders to that effect.

4. I/We agree that until a format 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. 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 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.

.....
(SIGNATURE OF THE TENDERS)

PLACE:

NAME :

DATE:

ADDRESS:

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

Witnesses:

1. Signature..... Date..... Name..... Address.....

2. Signature..... Date..... Name..... Address.....

Annexure-IA

SOUTHERN RAILWAY

Name of work: Tender Notice No..... Item No.....

FORM FOR SCHEDULE OF QUANTITIES AND RATES.

Sl.No.	Item No.	Description of Item of work	Approximate Quantity	Unit	Rates in Figures and In Words.	Amount in Figures and In Words.
(1)	(2)	(3)	(4)	(5)	(6)	(7)

I/We undertake to do the work at% above/ below or at par **SR-USSOR 2021 or CPWD DSR rates 2021 Volume I & II** (as corrected/ amended by up-to-date) as applicable to Sr.DEN/DEN / Division or at the rates quoted above for each item.

Place :

Date: Signature of the Tenderer(s)

Notes:

1. 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. Suitable schedules for USSOR 2021 /CPWD DSR 2021 Vol I & II items shall be used.
3. 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 plate.

Signature & ADDRESS of the witnesses to the signature of the tenderer(s)

1. SIGNATURE :..... DATE..... NAME..... ADDRESS....

2. SIGNATURE :..... DATE..... NAME..... ADDRESS....

FORM FOR REPORTING OF EMPLOYMENT

(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)

(strike out whichever is not applicable)

The undersigned –

- (a) is a retired Gazetted officer holding prior to retirement a pensionable / non-pensionable post in the Engineering Department of theRailway.
- (b) is a partnership firm having as one of its partners a retired Engineer or a retired Gazetted Officer as aforesaid.
- (c) Is an incorporated company having any such retired Gazetted officer as aforesaid, as one of its directors.
- (d) Is having in my employment any retired Engineer or retired Gazetted officer as aforesaid.
- (e) Has no such retired Engineer or retired Gazetted officer so associated with me as stated above.

2. If falling under any of the above categories (a) to (d), particulars of the officer may furnished hereunder:

(i)Post held before retirement

(ii) Date of retirement.....

(iii)

(iv) If not retired at least two years prior to date of submission of tender

state whether permission for taking such contracts has been obtained

from the President of India or any officer duly authorized in this behalf.

3. 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) Name

(ii) Designation

(iii) Relationship... ..

.....

Signature of Tenderer(s)

NAME.....

ADDRESS :

Dy.CE/WS/PER

Southern Railway

FORM FOR ACCEPTANCE OF TENDERER

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

No. W.....

SHRI./M/S.....

.....

.....

Sir(s),

NAME OF WORK:...../.....

TENDER NOTICE NO:.....ITEM NO.....

I accept the tender offered by you for the above work and agree to pay the rates as per **Southern Railway USSOR 2021 rates/ CPWD DSR rates 2021 Vol. I & II**, 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 **Southern Railway USSOR 2021/ CPWD DSR rates 2021 Vol. I & II** and at the rates as entered in the Schedule(1).....(items not covered by the **Southern Railway USSOR 2021 Rates/ CPWD DSR rates 2021 Vol. I & II**) and lump sum rates for the items given in Schedule(s).....

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

Please acknowledge receipt of this letter.

Deputy Chief Engineer/Workshops,PER

Dy.CE/WS/PER

.....
.....

.....

(On behalf of the President of India)

PLACE:

DATE:

WITNESSES:

1. Signature.....Date.....Name..... Address.....

2. Signature.....Date.....Name.....Address.....

.....

Southern Railway

FORM FOR AGREEMENT FOR ZONE (ZONAL) CONTRACT

CONTRACT(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 for "Railway" of the one part and.....herein after 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 USSOR rates 2021 / CPWD DSR rates 2021 Volume I & II** 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 **Southern Railway USSOR rates 2021/ CPWD DSR 2021 Volume I & II**, corrected up Printed/Advance Correction Slip No.....dated.....and as per the Contract Documents 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 **Southern Railway USSOR rates 2021 / CPWD DSR rates 2021 Volume I & II**

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 percent 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 recovered at 10 percent of the value of the running bills till the amount of Security Deposit of Rs..... is fully recovered.
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 his through work orders.
8. 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 great promptness, care and accuracy in a work man like 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 there in 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, at the rates specified in the schedule(s) here to annexed.
9. 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.
10. The cost of stamp duty on the agreement shall be borne by the Railway administration.

zone details and rates under this contract are as under:

Zone	Permanent Way section/ section	Rate as per Sr. DEN/ DEN..... of..... Divn.	Rates of Southern Railway USSOR 2021/ CPWD DSR 2021 Vol I & II as corrected upto correction slip No..... dt At par/ enhanced/ diminished by Percentage shown below.		
			% In figures	% in words	At par/ above/ below

Signature of Tenderer/Contractor

Dy.Chief Engineer/Workshops/Perambur

(for the President of India)

Signature & address of witness to the signature of the Contractor.

Witness No.1/ Signature Date

Address.....

Witness No. 2...../ Signature Date

Address.....

—

Annexure-III A

Southern Railway

FORM FOR WORK ORDER UNDER ZONE CONTRACT

WORK ORDER NO.....DATED.....UNDER

CONTRACT AGREEMENT NO.....DATED.....

Name of work.....(site)

Schedule of drawings

Authority Allocation

Zone..... Division

The Contractor(s)..... is/ are hereby ordered to carry out the following works at..... under zone – contract agreement herein before referred to.

Sl.No	Item No	Description of item of work	Approximate quantity	Unit	Rates in fig. And in words as in schedule annexed to the Zone contract agreement.	Amount
					Rs. P.	Rs. P.
1	2	3	4	5	6	7

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.

(.....)

Signature of Tenderer/Contractor

Divisional Railway Manager/Works/...../Divisional Engineer/.....

..... Division

..... Railway

Dy.CE/WS/PER
(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 **Indian Railway Standard specification for Materials and Works 2010(Vol.I & II)** with all Correction Slips/Amendments upto date.

(.....)

Contractor's Name

Address

Signature of witnesses with address to signature of the Contractor:

Witness No.1: Signature

Date.....

Name.....

Address.....

Witness No.2: Signature

Date.....

Dy.CE/WS/PER

Name.....

Address.....

DY.CE/WS/PER

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 "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 schedules(s) hereto annexed and in conformity with **Indian Railway Standard specification for Materials and Works 2010(Vol.I & II)** issued under the authority of Railway Board 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 per cent of the value of the running bills till the amount of Security Deposit of Rs..... is fully recovered.

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 10 per cent of the value of the running bill till all 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 USSOR 2021/ CPWD DSR RATES 2021 Vol. I & II** as corrected by and upto Correction Slip No..... of for Sr.D.E.N./D.EN /..... of..... divisions at par/enhanced/diminished by..... per cent in respect of Schedule 'A' (items covered by the **Southern Railway USSOR 2021/ CPWD DSR Rates 2021 Vol. I & II**) and at the rates shown in Schedule(s)..... (items not covered by the **Southern Railway USSOR 2021/ CPWD DSR Rates 2021 Vol. I & II**) 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. The cost of stamp duty on this agreement shall be borne by the Railway Administration.

Deputy Chief Engineer/Workshop
Carriage & Wagon Works/Perambur

(for the President of India)

Place:

Date:

Signature of witnesses with address to signature of the Contractor:

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

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

STATEMENT OF WORKS ON HAND

Sl.No.	Name of the Organisation	Name of work	Place of work	Value of work	Present physical progress	Likely date of completion
I. Southern Railway						
	i. Open line in the seven					
	Division of Southern Railway					
	ii. On organisation under					
	CAO/CN/BNC					
	iii. On organisation under					
	CAO/CN/MS					
	iv. Metropolitan Transport					
	Project under					
	CAO/CN/MTP/MS					
	v. Rly. Electrification					
	progress					
II. Other Railways						
	Private sector undertakings.					

The information furnished above are correct and complete to the best of my knowledge and belief.

We are/I am aware that if the information furnished above are found to be wrong or incomplete or any relevant information is to have been suppressed, the tenderer is liable to be rejected at any stage, as per clause 8 of the conditions of the tender.

Dy.CE/WS/PER

We are/I am aware that if the declarations as above, in the tender are found to be not true, any agreement that may be entered into is also liable to be terminated by the Railway.

Place:

Signature of Tenderer/ Contractor

Date:

DY.CE/WS/PER

ANNEXURE – VI**LIST OF PLANT AND MACHINERY AVAILABLE ON HAND (OWN) AND PROPOSED TO BE INDUCTED****(OWN OR HIRED TO BE GIVEN SEPARATELY)**

Sl.No.	Name of the plant	Identification No. & Registration	Date of procurement	Capacity / Rating	Qty. No.	Present condition
1	2	3	4	5	6	7

Signature of the Tenderer:

Name :

Date :

*ANNEXURE - VII***LIST OF PERSONNEL ORGANISATION AVAILABLE ON HAND**

Sl.No.	Name & Designation	Qualification	Experience	Date of appointment	Remarks
1	2	3	4	5	6

Signature of the Tenderer:

Name :

Date: