

**Financial Eligibility**

(Reference: Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure-I and Annexure – VIB of IRGCC-2022 and amended by ACSs)

**Each Bidder or each member of a JV must fill in this form separately**

**Name of Bidder/ JV Partner:**

<b>Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)</b>			
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange Rate</b>	<b>Indian National Rupees Equivalent</b>
<b>Average Annual Contractual Turnover for last 3 years</b>			

1. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

**SEAL AND SIGNATURE OF THE BIDDER**

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports.

**(Signature of Chartered Accountant)**

**Name of CA:.....**

**Registration No:.....**

**(Seal)**

**TENDERER'S CREDENTIALS (BIDCAPACITY)**

(Reference: Para 10.3 & 17.15.3 of Tender Form (Second Sheet) of Annexure-I and Annexure –VI of IRGCC-2022 and amended by ACSs)

For tenders costing more than Rs.20 Crore wherein eligibility criteria include bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender.

**Each Bidder or each member of a JV must fill in this form separately**

**Name of Bidder/ JV Partner:**

Description	Value	Remarks
A= Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress.		Statement to be submitted as per Proforma-2(a)
N= Number of years prescribed for completion of work for which bid has been invited.		
B= Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender.		Statement to be submitted as per Proforma-2(b)
<b>Available Bid Capacity = <math>[A \times N \times 2] - 0.33 \times N \times B</math></b>		

**NOTE:**

- (a) The Tenderer(s) shall furnish the details of -
- Maximum value of construction works executed and payment received in any one of the three financial years or the current financial year (up to date of inviting tender) for calculating A, and
  - Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

- (b) In case if a bidder is JV, the tenderer(s) must furnish the details of
- Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and
  - Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered

Accountant.

- (c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.
- (d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".
- (e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.
- (f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

#### **SEAL AND SIGNATURE OF THE BIDDER**

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports.

**(Signature of Chartered Accountant)**

**Name of CA:.....**

**Registration No:.....**

**(Seal)**

**Maximum value of construction works executed and payment received in any one financial year during the current and last three financial years immediately preceding the current financial year, upto date of opening of tender, taking into account the completed as well as works in progress**

Each Bidder or each member of a JV must fill in this form separately

Name of Bidder/ JV Partner:

<b>CONTRACTUAL PAYMENT RECEIVED DURING (IN RS.)</b>				
Current Financial Year	Last 1st Financial Year	Last 2nd Financial Year	Last 3rd Financial Year	Highest Value of Payment Received in any one Financial Year in Last 3 Financial Years & Current Financial Year

Note: Audited balance sheet duly verified and certified by chartered accountant for each year should be enclosed

#### **SEAL AND SIGNATURE OF THE BIDDER**

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports.

**(Signature of Chartered Accountant)**

**Name of CA:.....**

**Registration No:.....**

**(Seal)**

**Statement of Existing commitments and balance amount of ongoing works with tenderer of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender**

**Each Bidder or each member of a JV must fill in this form separately**

**Name of Bidder/ JV Partner:**

SN	Name of work	Works Agreement No. & date	Designation & address of works agreement signing authority	Works Contract Agreement value (In Rs.)	Amount paid so far. (In Rs.)	Due date of completion as per Agreement /Supplementary Agreement	Balance Amount (in Rs.)	In case of bidder is having existing commitments as JV / Partnership Firm (Refer foot note overleaf/AnnexureVI of IR GCC2022	
								Share of bidder in earlier JV/ Partnership Firm	Value of balance work asper share
1	2	3	4	5	6	7	8	9	10
Balance Amount in (Rs)(B)									

I/We do hereby solemnly affirm that the above furnished information is true and correct. Nothing has been concealed.

**SEAL AND SIGNATURE OF THE BIDDER**

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports.

**(Signature of Chartered Accountant)**

**Name of CA:.....**

**Registration No:.....**

**(Seal)**

**Statement of similar work done by the tenderer**

(Reference: para 10.1, 10.5, 17.15.1, Explanation for Clause-10 and other Clauses of Tender Form (Second Sheet) of Annexure-I of Part-I of IRGCC-2022 amended by ACSs).

**Name of Tenderer:**

Component and Definition of Similar Work	S N	Description of work	Value of the work completed	Value of the Component (If Composite work)	Work experience Certificate No. & Date
<b>Component No.1 for Signal:</b> (Execution of signalling works (EI/RR/PI/Auto Block Sig/IBS/IBH) either indoor or outdoor or both)	1				
	2				
	3				
<b>Component No.2 for Building work:</b> (Any civil engineering work involving building construction works.)	1				
	2				
	3				
<b>Component No.3 for Earth and Minor Bridge work:</b> (Work of Execution of earthwork in formation and construction of bridges.)	1				
	2				
	3				
<b>Component No.4 for Electrical Traction:</b> (Design, supply, erection, testing and commissioning of 50 Hz, single phase 25kV AC OHE system OR Stringing (including design supply as applicable) of 66kV and above rating transmission lines including erection of transmission towers and foundation work for SEBs/DISCOMs/Transmission authorities/PGCIL/ NTPC)	1				
	2				
	3				
<b>Component No.5 for Major Bridge:</b> (Any Bridge work involving open/pile/well foundation with PSC/RCC super structure or RCC boxes.)	1				
	2				
	3				
<b>Component No.6 for Track Work:</b> (Any permanent way work of track linking and/or Rail renewal and /or Sleeper renewal and /or turnout renewal and/or track maintenance work.)	1				
	2				
	3				

**NOTE:**

1. Attach copies of the Letter of Acceptance and Work Experience certificate. The credentials without work experience certificate shall not be considered.
2. Work experience Certificates from Employer shall be as per proforma: E-3(a).

**Seal and Signature of Tenderer**

**Proforma: E-3(a)**

**Proforma for experience certificate**

To whomsoever it may concern

M/s/Sri .....(name and address of the contractor) is a working contractor of this unit and was awarded the following work. The relevant details of the work are as under: -

1.	Name of work	
2.	Letter of Acceptance No. & Date	
3.	Agreement No. & Date	
4.	Value of work awarded	
5.	Present contract value	
6.	Date of commencement	
7.	Date of completion as per contract	
8.	Whether work physically Completed	
9.	Actual Date of completion	
10.	Value of work completed	
11.	Value of payment Made excluding PVC	
12.	PVC if any	
13.	Scope of work (broad category of works i.e., the name of the work in the agreement on which work is completed)	

**14. Value of component(s) for Composite Work:**

SN	Components	Value
1		
2		
3		
4		
5		

Note: If executed work is composite and consist more than one component, the value of component(s) as mentioned and defined in the Proforma E-3 should be mentioned clearly.

Signature & Seal of authority

Name.....

Designation.....

Organization .....

Address.....

Note: - The Work Experience Certificate to satisfy similar work should be signed by an officer not lower than Engineer in charge of work (JAG officer/Executive Engineer/ Divisional Engineer) in Railways and Executive Engineer rank or equivalent grade in other department of Govt. of India/State Government/ PSUs of Government of India /State Undertaking and competent authority of public limited company.

**GENERAL INFORMATION**

SN	Description	Particulars
1	Name of the Tenderer	
2	Address	
3	Contact Person	
4	Contact No	
5	PAN No of firm	
6	GSTIN No firm	
7	Bank Account Number	
8	Name of Bank	
9	Name of Branch	
10	Address of Branch	
11	IFSC of the Branch	

**Signature of Tenderer(s)**



**PROFORMA FOR REPORTING OF EMPLOYMENT**

(Reference para16 of Tender Form (Second Sheet) of Annexure-I of Part-I of IRGCC-2022 and amended by ACSs)

1. In compliance to the para No. Tender Form (Second Sheet) of Annexure-I of Part-I of IRGCC-2022 and amended by ACSs and amended by ACSs, the details of Retired Gazetted officer holding prior to retirement a gazetted post in Railway as under:-
  - i. Name of the person.....
  - ii. Post held before retirement.....
  - iii. Date of retirement.....
  
2. If not retired at least one year prior to date of submission of tender. State whether permission has been taken in compliance to the para No.16(b) of Tender Form (Second Sheet) of Annexure-I of Part-I of IRGCC-2022 and amended by ACSs \_\_\_\_\_  
\_\_\_\_\_
  
3. In compliance to the para No.16(c) of Tender Form (Second Sheet) of Annexure-I of Part-I of IRGCC-2022 and amended by ACSs , the details of the gazetted officer as under
  - i. Name of the person.....
  - ii. Post held before retirement.....
  - iii. Date of retirement.....

Signature of Tenderer(s)  
Name.....  
Address.....

**NOTE:-**

1. In case of no such gazetted officer Employed, the tenderer must submit a 'NIL' statement.

**Certificate for Minimum Local Content**

(Reference As per Public Procurement (Preference to Make in India) Order,  
2017 as amended)

**Part-A: For tenders having advertise cost upto Rs. 10crore:**

"I / We ..... (Name of the bidder) hereby certify that I/  
We..... meet the minimum 50% Local Content  
requirements for the work ..... (To be filled  
as notified in Tender document) and the following are the details of locations at the  
local value addition is made.

1.

2.

**Part-B: For tenders having advertised cost more than Rs 10 Crore:**

"I/ We ..... the Statutory Auditor / Cost Auditor / Practicing Cost  
Accountant / Practicing Chartered Accountant of M/s.....  
(Name of the bidder) hereby certify that the percentage of Local Content for the  
work.....(To be filled as notified in Tender document) is at .....%.

Signature of the Statutory / Cost Auditor of the company

Or Practicing Chartered Accountant / Cost Accountant

Signature of Tenderer(s)

**Proforma:T-4**

**Format for presenting test results of ballast samples while tendering**

(Applicable if the tender scheduled qty exceeds 2000 cum or 10 % of advertisement value which ever is less)

SN	Description	Particulars
1	Name of Laboratory	
2	Address:	
3	Tenderer Name	
4	Quantity / Weight of ballast sample offered for testing (Cum/Kg	
5	Source	
6	Date offered for testing	
7	Date Tested	
8	Test Results in Percentage	
I	Abrasion Value	
li	Impact Value	
iii	Water Absorption	
9	Remarks	

Signature and Designation of the representative of the Laboratory

**NOTE:**

- 1. This certificate is applicable only if the tender scheduled qty exceeds 2000 cum or 10 % of advertisement value which ever is less.**
- 2. In case, the tenderer/s failed to submit the above certificate along with offer, their/his offer shall be considered as incomplete and will be rejected summarily**

**MEMORANDUM OF UNDERSTANDING FOR JOINT VENTURE AGREEMENT**

*(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.200/- or appropriate value as per Stamp Duty Act.*

*The stamp paper has to be in the name of the tenderer) \*\**

- 1) This Memorandum of understanding executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between \_\_\_\_\_ (Name of Co.)\_\_\_\_\_ a company registered under the companies Act 1956 having its registered office at \_\_\_\_\_ represented through its Director / Authorized Representative \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the FIRST PART.

**OR**

M/s.\_\_\_\_\_ a partnership firm registered under the Indian Partnership Act 1932, having its registered office \_\_\_\_\_ represented through its Partner Shri \_\_\_\_\_ / Authorised Representative \_\_\_\_\_ ( hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors ) of the FIRST PART.

**AND**

- 2) M/s.\_\_\_\_\_ (Name of Co.)\_\_\_\_\_ a company registered under the Companies Act 1956 having its registered office at \_\_\_\_\_ represented through its Director or Authorized Representative \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the SECOND PART.

**OR**

M/s.\_\_\_\_\_ a partnership firm registered under the Indian Partnership Act 19\_\_\_\_ having its registered office \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the SECOND PART.

**AND**

- 3) This Memorandum of understanding executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between \_\_\_\_\_ (Name of Co)\_\_\_\_\_ a company registered under the companies Act 1956 having its registered office \_\_\_\_\_ through its Director or Authorized Representative \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the THIRD PART.

**OR**

M/s.\_\_\_\_\_ a partnership firm registered under the Indian Partnership Act 19\_\_\_\_ having its registered office \_\_\_\_\_ through its Partner or Authorised Representative \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the THIRD PART.

- 4) This Memorandum of understanding executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between \_\_\_\_\_ (Name of Co)\_\_\_\_\_ a company registered under the companies Act 1956 having its registered office \_\_\_\_\_ through its Director or Authorized

Representative \_\_\_\_\_(hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the FOURTH PART.

**OR**

M/s. \_\_\_\_\_ a partnership firm registered under the Indian Partnership Act 19\_\_\_\_ having its registered office \_\_\_\_\_through its Partner or Authorised Representative\_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the FOURTH PART.

**AND**

- 5) This Memorandum of understanding executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between \_\_\_\_\_ (Name of Co)\_\_\_\_\_ a company registered under the companies Act 1956 having its registered office \_\_\_\_\_ through its Director or Authorized Representative \_\_\_\_\_(hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the FIFTH PART.

**OR**

M/s. \_\_\_\_\_ a partnership firm registered under the Indian Partnership Act 19\_\_\_\_ having its registered office \_\_\_\_\_through its Partner or Authorised Representative\_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the FIFTH PART.

Whereas Divisional Railway Manager, Hubballi Division, South Western railway hereinafter referred to as Owner / Customer has invited Tender Nos. \_\_\_\_\_ hereinafter referred to as the South Western Railway Tender for the work of \_\_\_\_\_ hereinafter referred to as the said work.

Whereas, the party of the first part i.e. M/s. \_\_\_\_\_ details to be supplied of the expertise in their field.

Whereas, the party of the Second part i.e. M/s. \_\_\_\_\_ details to be supplied of the expertise in their field.

Whereas, the party of the Third part i.e. M/s. \_\_\_\_\_ details to be supplied of the expertise in their field.

Whereas, the party of the Fourth part i.e. M/s. \_\_\_\_\_ details to be supplied of the expertise in their field.

Whereas, the party of the Fifth part i.e. M/s. \_\_\_\_\_ details to be supplied of the expertise in their field.

And whereas parties to this MOU, have agreed to co-operative with each other to associate jointly and to form a joint Venture firm to participate in the South Western Railway Tender of Indian Railways.

Now, therefore, in consideration of the premises and mutual promises and of the undertaking contained herein, it is hereby agreed as follows:-

1) **The Purpose of MOU.**

M/s. \_\_\_\_\_ and \_\_\_\_\_ agree to co-operate with each other for the purpose of joint participation in the South Western Railway Tender and in the event, the contract is awarded, to jointly execute the contract. The broad interfaces and scope of work of each party is set forth below.

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2) The name of the Jt. Venture firm shall be \_\_\_\_\_

3) The parties, hereto, represented that:

a) They are in possession of all approvals and valid authorization for the purpose of execution of this MOU.

b) They have not entered into any agreement/MOU of equal or similar nature with any third party for the SOUTH WESTERN RAILWAY Tender.

That each of the parties of the J.V. agrees and undertake to place at the disposal of the JV, benefits of its individual experience, technical knowledge and skill and shall in all respects bear its share of the responsibility, including the provision of information advice and other assistance required in connection with the works. The share and the participation of the partners in the JV shall broadly be follows:

M/s.....%

M/s.....%

M/s.....%

M/s.....%

M/s.....%

**Lead Member:**

That one of the member of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less that 20% each in case of JV firms with up to three members and no less than 10% each in case of JV firms with more than three members. In case of JV firm foreign members(s), the lead member has to be an Indian firm with a minimum share of 51%.

And all rights, interest, liabilities, obligations, work experience and risks (net profits or net losses) arising out of the contract shall be shared or borne by the Parties in proportionate to their shares.

Each of the parties shall be bound by guarantees, sureties required for the work as well as its proportionate share in working capital and other financial requirements.

4. The parties to this MOU undertakes:

- a) That after submission of the tender, the MOU shall not be modified/alterd/terminated during the validity of the tender except when modification becomes inevitable due to succession laws etc. but in no case the minimum eligibility criteria would be vitiated. The parties to this MOU further agrees that the Lead Member will continue to be the Lead Member of J.V. Firm.
- b) That after the contract is awarded the constitution of the J.V. firm shall not be altered during the currency of contract except when modification becomes inevitable due to Succession Law etc. but in no case the minimum eligibility criteria would be vitiated.

**5. JOINT & SEVERAL LIABILITY**

In respect of the South Western Railway Tender, all terms shall be complied by each party on back-to-back basis as per specifications of the South Western Railway Tender or any other mutually agreed terms with the Owner / Customer. The Parties here to shall, if awarded the contract for the project for which the Joint Venture is formed, be jointly and severally liable to the Indian Railways for execution of the project in accordance with the contract. The Parties hereto also undertake to be liable jointly and severally for the loss, damages caused to the Customer in course of execution or due to non-execution of the contract or part thereof or arising out of the contract.

- 6. Shri \_\_\_\_\_ shall be authorized partner/person to digitally sign and upload the tender on IREPS Works Module Portal on behalf of the Joint Venture and to deal with tender, to sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books, and similar such action in respect of South Western Railway tender/contract. All notices/correspondence with respect to the contracts would be sent only to this authorised member of the JV firm.
- 7. Notwithstanding anything contained herein, in respect of the South Western Railway Tender with regard to the internal relationship, the inter se liabilities between the parties shall be in proportion to their respective scope of work and shall be subject to the provisions of this MOU.
- 8. The Parties agree that with respect to the South Western Railway Tender neither Party, nor any subsidiary company of either party, nor any joint venture company or any other entity, in which the party/ies, is or are in any way interested, shall compete together with or through any third party, nor shall the Parties advise, consult for, engage in or otherwise assist in any way any person or entity or any affiliate thereof in respect of any orders or contracts related to the South Western Railway Tender.

**a. Responsibility**

Each party shall assume and accept full responsibility for its Scope of Work and the obligations imposed in the contract and in this MOU as if it was, with regard to its Scope of work, an independent partner contracting individually with the Customer. In the event of any defect and damage or any claim arising from the Customer under the Contract or any third party in relation to or as a consequence of any failure to meet the performance specification the Party, within whose Scope of Work the claim arises, shall be entirely responsible for the claim and shall indemnify and hold harmless the other Party from any liability, demand, claim burden cost, expense attorney's fees and costs arising from thereof.

**b. Assignability**

No party to the Joint Venture has right to assign or transfer the interest, right or liability in the contract without the written consent of the other party and that of the Customer.

**c. Use of Machinery, Instruments, Labour Force etc.**

The Parties here to undertake that whatever the machinery, instruments, Labour force (including unskilled, skilled, inspectors, Engineers etc.) they possess at the time of entering into Joint Venture Agreement or which subsequently shall come in their possession and if such machinery, instruments, labour force is required for the speedy and efficient execution of the work, the Party/Parties having the control over the said machinery, instrument, labour force etc. without having any regard to their share of profit and loss agreed to between the Parties in Joint Venture Agreement shall hand over the same at the disposal of the other party who is actually executing the work for purpose of execution of the contract without any hindrances and obstacle.

**9. Duration of MOU**

It shall be valid during entire currency of contract including the period of extension, if any and also till the maintenance period is over or till all the contractual liabilities including warranty/guarantee obligations are discharged completely.

**10. Applicable Law**

This MOU and any arrangement/agreements regarding the performance shall be construed and interpreted in accordance with and governed by the Laws of India and shall be subject to the exclusive jurisdiction of the courts at Bangalore.

**11. Settlement of Disputes:**

In the event of disputes arising from this MOU, the Parties to the MOU undertakes to endeavour to settle the said disputes amongst them amicably. However, if the parties fail to resolve the disputes amongst them amicably, the said disputes arising out of or in connection with the present MOU shall be resolved through Arbitration as per the provisions enshrined under the Arbitration and Conciliation Act 1996 or/and amendments thereof.

12. All communications or notices provided for herein shall be in English language and be delivered, mailed, or tele-faxed to the Parties addresses as indicated below:

M/s.....

M/s.....



All correspondence and notices to the joint Venture shall be addressed to the Lead Member, i.e.  
M/s..... Shri ..... at the address stated herein below.

M/s.....

.....

Such communication or notices shall be deemed to have been duly given when so delivered or, if mailed, when received at destination.

13. Each Party shall have full and sole responsibility to bear the expense of and effect the payment of any taxes, duties, special insurance, fees or assessments of any nature whatsoever (including personal income taxes level or imposed on any of its employees or personnel or any of its sub-contractor's employees or personnel) including penalties and interest, if any, levied in connection with the execution of this MOU.

14. The parties to this MOU declares and certifies that they have not been black listed or debarred by Railways or any other Ministry/Department of the Govt. of India/State Govt. from participation in tenders/contract in the past either in their individual capacity or the JV firm or partnership firm in which they were member/partners.

In witness whereof, the Parties have caused this MOU to be executed by their respective authorized representatives on the date and year mentioned herein above.

Signature

Signature

Signature

Shri \_\_\_\_\_ of Shri \_\_\_\_\_ of Shri \_\_\_\_\_ of

M/s. \_\_\_\_\_ M/s. \_\_\_\_\_ M/s. \_\_\_\_\_

Signature:

Signature

Shri \_\_\_\_\_ Shri \_\_\_\_\_

Witnesses:

1) Name

Address:

2) Name

Address