

## FORMS OF TENDER

(On letterhead of Auditor of Firm)

### Form-12A, Sheet-5

Sl No	Financial Year	Contractual Amount Received
1	Current financial year	
2	Last 1st financial year	
3	Last 2nd financial year	
4	Last 3rd financial year	

**Note:** In above format only, Contractual Amount Received for the financial year to be filled by

Auditor, if there is no Contractual Amount Received in the year, may be filled as Nil.

Duly verified and Certified

Chartered accountant/

Authorized officials of the concerned Dept/Client

Signature of the tenderer.

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FORM-12D

(A)	DETAILS OF EXISTING COMMITMENTS & BALANCE AMOUNT OF ONGOING WORKS						
Sl.No.	Name of the Work	Work Awarded by (Name & Address of Agency/Organisation)	Date of Award of Work	Awarded Value/Latest Assessment value of the work	Date of Completion (as approved latest)	Gross Payment Received ( till opening date of tender) (Rs.)	Value of Existing Commitments and Balance Amount of ongoing works to be completed in next 'N" years (Rs.)
1							
2							
3							
4							
Details of works yet to start							
1							
2							
3							

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**.

NOTE: (I) In case of JV, the above statement should be submitted for each member of JV.

(II) The above statement should be submitted duly verified by Chartered Accountant.

(III) In case of no works in hand, a 'NIL' statement should be furnished.

**FORM-24**

**(Para 20 of Preamble)**

**GENERAL INFORMATION: NEFT DETAILS**

1. Name of the Tenderer : \_\_\_\_\_

2. Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Contact Person : \_\_\_\_\_

4. Contact No. : \_\_\_\_\_

5. PAN of Tenderer : \_\_\_\_\_

6. Bank Account Number : \_\_\_\_\_

7. Name of Bank : \_\_\_\_\_

8. Name of Branch : \_\_\_\_\_

9. Address of Branch : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

10. IFSC of the Branch : \_\_\_\_\_

11. GSTIN No. : \_\_\_\_\_

I/We confirm that I/We will bear the charge , if any, levied by my/our bank for the credit of  
NEFT

Accounts in my/our account.

Thanking you,

For \_\_\_\_\_

\_\_\_\_\_

(Authorised Signatory)

We confirm that we are enabled for receiving NEFT/RTGS credits and further confirm that  
the A/c

No. of (Firm's Name). The signature of authorized signatory and the MICR and IFSC Code  
of our

branch mentioned above are correct.

Bank's Verification

(Manager's/ Officer's Signature)

With Bank's Stamps

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RAILWAY  
**TENDER FORM (First Sheet)**

Tender No. \_\_\_\_\_

Name of Work \_\_\_\_\_

To

The President of India

Acting through the \_\_\_\_\_ Railway

I/We \_\_\_\_\_ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of \_\_\_\_\_ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for \_\_\_\_\_ Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within \_\_\_\_\_ months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.

3. A Bid Security of ₹ \_\_\_\_\_ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

- (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
- (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
- (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. (a) I/We am/are a Start-up firm registered by ..... Department of Industrial Policy and Promotion (DIPP) and my registration number is ..... valid up to ..... (Copy enclosed) and hence exempted from submission of Bid Security.

5. We are a Labour Cooperative Society and our Registration No. is ..... with .....and hence required to deposit only 50% of Bid Security.

**6.** 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.

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Signature of Tenderer(s)

Date \_\_\_\_\_

Address of the Tenderer(s)

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**Annexure 4/4A**

**LIST OF MATERIALS SUPPLIED BY THE PURCHASER**

<b>S.No</b>	<b>Description</b>	<b>Remarks</b>
<b>1</b>	<b>Contact Wire</b>	
<b>2</b>	<b>Catenary Wire</b>	

**FORM - 4**

ALTERNATIVE PROPOSALS OF THE TENDERERS  
**FOR OHE WORKS**



**Advance Correction Slip No. 7 to Indian Railways Standard General Conditions of  
Contract, April 2022**

**Tender Form (First Sheet), Annexure-I, Part I of GCC shall be read as under:**

**ANNEXURE - I**

**\_\_\_\_\_ RAILWAY  
TENDER FORM (First Sheet)**

Tender No. \_\_\_\_\_

Name of Work \_\_\_\_\_

To

The President of India

Acting through the \_\_\_\_\_ Railway

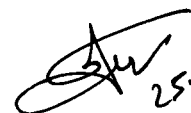
I/We \_\_\_\_\_ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of \_\_\_\_\_ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for \_\_\_\_\_ Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within \_\_\_\_\_ months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.

3. A Bid Security of ₹ \_\_\_\_\_ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

- (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
- (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
- (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.



 25.09.24

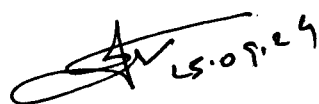
4. (a) I/We am/are a Startup firm registered by ..... Department of Industrial Policy and Promotion (DIPP) and my registration number is ..... valid upto ..... (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is ..... with .....and hence required to deposit only 50% of Bid Security.
6. 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.

\_\_\_\_\_  
Signature of Tenderer(s)

Date \_\_\_\_\_

Address of the Tenderer(s)  
\_\_\_\_\_

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 15.09.24



भारत सरकार / Government of India  
रेल मंत्रालय / Ministry of Railways  
(रेलवे बोर्ड / Railway Board)

No. 2022/CE-I/CT/GCC-2022/POLICY

New Delhi, Dated 20.12.2024

To,  
As per list attached.

**Sub: Indian Railways Standard General Conditions of Contract, April 2022 (Advance Correction Slip.8)**

Please find enclosed herewith Advance Correction Slip No.8 to Indian Railways Standard General Conditions of Contract, April-2022.

2. This shall be applicable to Works Contract of Indian Railways with prospective effect.
3. This issues with the concurrence of the Finance Directorate and approval of Board (MI, MF).

DA: As above.

  
(किशन रावत)

निदेशक सिविल इंजी.(जी)/रेलवे बोर्ड

[Rly No. 030-47598, MTNL No. 011-23047598]

e-mail address: padcegrb@gmail.com, dceg@rb.railnet.gov.in

No. 2022/CE-I/CT/GCC-2022/POLICY

New Delhi, Dated 20.12.2024

Copy forwarded for information to:

- (i) The PFAs, All Indian Railways.
- (ii) Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.



For Member Finance

**LIST FOR DISTRIBUTION (No. 2022/CE-I/CT/GCC-2022/POLICY dated 20.12.2024)**

1. General Managers, All Indian Railways & Production Units
2. General Manager (Con), N.F. Railway, Guwahati
3. General Manager /CORE, Allahabad
4. Chief Administrative Officers (Con), All Indian Railways (Except N.F. Railway)
5. Principal Chief Engineers, All Indian Railways

**(A)**

1. CAO, COFMOW, Tilak Bridge, New Delhi
2. Principal CAO, Diesel Loco Modernization Works, Patiala (Punjab)
3. CAO (Workshop Projects), Chamber Bhawan, Judge's Court Road, Anta Ghat, Patna-800001, Bihar

**(B)**

1. Director General, RDSO, Manak Nagar, Lucknow
2. Director General, NAIR, Vadodara
3. Director General, IRICEN, Pune - 411 001 (Maharashtra)
4. Director General, IRIEN, PB No.-233, Nasik Road-422101 (Maharashtra)
5. Director General, IRISSET, Taa Naka Road, Lalla Guda, Secunderabad-500017
6. Director, IRIMEE, Jamalpur Distt-Jamalpur, PIN-811214 (Bihar)
7. Director General, IRITM, Sarswati Residential Estate, IRITM Campus, Manak Nagar, Lucknow

**(C)**

1. CMD, CONCOR, Concor Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi- 110076
2. CMD, IRCON International Limited, C-4, District Centre, Saket, New Delhi- 110017
3. CMD, RITES Ltd., RITES Bhawan, Plot No.1, Sector-29, Gurgaon
4. CMD, RVNL, August Kranti Bhawan, Plot No.25, 1<sup>st</sup> Floor, Bhikaji Cama Place, New Delhi
5. CMD, MRVC Ltd., Churchgate Station Bldg, Mumbai- 400020
6. CMD, KONKAN Railway Corporation Ltd, Rail Bhawan, New Delhi-110001
7. MD, DFCCIL, 5<sup>th</sup> Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
8. Chairman, RLDA, Near Safdarjung Railway Station, Moti Bagh, Phase-I, New Delhi- 110021
9. MD, CRIS, Chanakyapur, New Delhi
10. CMD, RailTel Corporation of India Ltd. Plot No. 143, Institutional Area, Sector-44, Gurgaon - 122003
11. CME, IROAF, 12<sup>th</sup> Floor, Core-1, Scope Minar, Distt. Centre, Laxmi Nagar, Delhi- 110092
12. CMD, IRFC Limited, UG Floor, EastTower, NBCC Place, Bhisham Pitamah Marg, LodhiRoad, Pragati Vihar, New Delhi
13. CMD, IRCTC Ltd., B-148, 11th Floor, Statesman House, Barakhamba Road, New Delhi 110001
14. CMD, Braithwaite & Co. limited, 5 Hide Road Kolkata 700043

**Copy to:**

**(A)**

1. General Secretary, IRCA, DRM Office, New Delhi
2. General Secretary, AIRF, Rail Bhawan, New Delhi
3. General Secretary, NFIR, Rail Bhawan, New Delhi
4. General Secretary, IRPOF, Rail Bhawan, New Delhi
5. General Secretary, FROA, Rail Bhawan, New Delhi
6. General Secretary, AIRPA, Rail Bhawan, New Delhi
7. General Secretary, AISC & STREA, Rail Bhawan, New Delhi
8. The Secretary, RBSS, Group (A) Offices Association, Rail Bhawan
9. The Secretary, RBSS, Group (B) Offices Association, Rail Bhawan
10. General Secretary, RBSSS Association, Rail Bhawan
11. The Secretary, RBMSA, Rail Bhawan
12. The Secretary, Railway, Group (D) Employees Association, Rail Bhawan

**(B)**

1. Concerned PSO for kind information of Chairman cum CEO, M/Infra, M/T&RS M/O&BD, M/Finance, Railway Board
2. Adv./MR, EDPG/MR, OSD/MR, OSR(Co-ord)/MR
3. Chief Vigilance Officers, All Indian Railways
4. DG(RHS), DG(RPF), AM(CE), AM(Works), AM(B), AM(Elec.), AM(RS), AM(ME), AM(Tele), AM/C&IS, AM(Sig.), AM(Plg.), PED(B&S), PED(Vigilance), EDCE(P), PED/Safety, PED/Gati Shakti, EDCE(G), EDTK(M&MC), EDCE(B&S), EDF(X), ED/GS(Civil-I), ED/GS(Civil-II), ED/GS(Elect.), ED/GS(S&T), ED/GS/SD, EDW(Plg.), ED(L&A), ED(PSU), EDVE, ED(Safety), ED(Sig. Dev.), ED(Tele), EDRS(G), EDEE(G), EDFE, EDE(N), ED(Accounts), ED/T&MPP, EDME(Chg.), EDME(Frt.), ED/Plg., JS(conf), JS(P), JS(G), JS(D), Vigilance-III, Vig(Conf) of Railway Board.

  
20/12/24



**Advance Correction Slip No.8 to Indian Railways Standard General Conditions of Contract, April 2022**

**Annexure-XI, Part-II of GCC shall be read as under:**

**ANNEXURE – XI**

Reference Para 62.(1)

Registered Acknowledgement Due/Standard Correspondence through IR-WCMS/Email on  
registered IREPS Email

**PROFORMA OF TERMINATION NOTICE**

\_\_\_\_\_ **RAILWAY**  
(Without Prejudice)

No. \_\_\_\_\_

Dated \_\_\_\_\_

To

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

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated \_\_\_\_\_; but you have taken no action to commence the work/show adequate progress of the work.

Since the period of 48 hours' notice has already expired, the above contract stands rescinded in terms of Clause 62 of the Standard General Conditions of Contract and the balance work under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed.

The Final measurements of work executed by you against the said contract will be taken/started on \_\_\_\_\_ at \_\_\_\_\_ hrs. at site. The measurement will be continued till all the measurement are taken. You are advised to be present at site on the above mentioned date and time to witness the measurements, otherwise measurements will be taken ex-parte and thereafter, variation (addendum & corrigendum) & final bill of work executed till date of termination based on ex-parte final measurements shall also be processed ex-parte.

Yours faithfully

For and on behalf of the President of India

  
20/12/21



B. New Annexure – XVII, Part-II of GCC-2022 shall be read as under:-

**ANNEXURE-XVII**

Reference Para 16.(4)

**Insurance Surety Bond for Performance Security**

Name of the issuer of surety bond:

President of India,  
Acting  
through.....,  
.....  
Railway.

Date:.....  
.....

Surety Bond No: .....  
Amount of Bond: .....

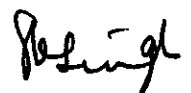
Issue Date:.....  
Expiry Date:.....

WHEREAS, In consideration of the President of India acting through .....(Designation & address of contract signing authority),.....Railway,....., (hereinafter called "The Railway") having accepted the bid of M/S XXXXX hereinafter called the contractor, for the work of XXX" under invitation for bids No XXXX Dated XXXXX, Vide Letter of Acceptance No.....

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of ₹. XXXX (Rupees XXXX Only), in the form of Surety Bond, being a condition precedent to the signing of the contract agreement.

  
09/01/25



SB No:

Date:

WHEREAS, we, \_\_\_\_\_, (*Name of insurance company*) hereinafter called the Surety, acting through [*Designation(s) of the authorised person of the Surety*], have, at the request of the M/s. XXXX contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [*Insert name(s) of authorized representatives of the Surety*], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXX (Rupees XXXX Only) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is [*insert date of issue*]. The Bond and our obligations under it will expire on XXXX (*Expiry Date*). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.

  
09/01/25



12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

**Notwithstanding anything to the contrary contained in these presents,**

- a. Our liability under this Surety Bond shall not exceed **XXXX (Rupees XXXXX Only)**.
- b. This Surety Bond shall be valid up to **XXXX (being the date of expiry)**;
- c. Unless the bank is served a written claim or demand on or before **XXXX [date of expiry]** all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated     the day of 2024

15. The Insurance Surety Bond shall be verified by sending mail to [customer.care@sbigeneral.in].

Place.....

Bank's Seal and authorized signature(s)

*[Name in Block letters] .....*

*[Designation with Code No.] .....*

*[P/Attorney] No.*

**Witness**

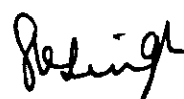
1.

2.

\* \* \* \* \*

[Note: All italicized texts are for guidance on how to prepare this Insurance Surety Bond and shall be deleted from the final document.]

  
09/11/25





### FORM FOR REPORTING OF EMPLOYMENT

(Proforma to be filled in and signed by the Tenderer and submitted along with the tender)

(Strike out whichever is not applicable)

(Refer Para 16 of the Tender Form (second sheet) of GCC 2022 along with latest correction slip)

1. The undersigned -

(a) is a retired Gazetted officer holding prior to retirement a pensionable / non-pensionable post in the Engineering or any other Department of any of the Railways owned and administrated by the President of India for the time being.

(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 Engineer or 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 be furnished hereunder:

(i) Post held before retirement .....

(ii) Date of retirement .....

(iii) .....

If not retired at least one year 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.....

**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 Chief Administrative Officer, Construction, 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.

- 
- 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 than 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 authorised representatives on the date and year mentioned herein above.

Signature

Signature

Signature

Shri\_\_\_\_\_ of  
M/s.\_\_\_\_\_

Shri \_\_\_\_\_ of  
M/s.\_\_\_\_\_

Shri\_\_\_\_\_ of  
M/s.\_\_\_\_\_

Signature:

Signature

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

Witnesses:

1) Name

Address:

2) Name

Address: