

Forms and Annexures

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, Schedule of Rates with all correction slips up-to-date for the present contract.

3. A Bid Security of ₹ _____ has already been deposited online 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 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
withand 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 Witnesses:

(1) _____

Signature of Tenderer(s)

(2) _____

Date_____

Address of the Tenderer(s)

SOUTH CENTRAL RAILWAY
CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. _____ DATED _____

ARTICLES OF AGREEMENT made this _____ day of _____ 20____ between President of India acting through the Railway Administration hereafter called the "Railway" of the one part and _____ herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the Railway for performance of the works _____ set forth in the Schedule hereto annexed upon the Standard General Conditions of Contract, corrected upto latest correction slips and the Specifications of _____ Railway corrected upto the latest correction slips and the Schedule of Rates of _____ Railway, corrected upto latest correction slips and the Special Conditions and Special Specifications, if any and in conformity with the drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the Contractors will duly perform the said works in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the _____ day 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 have been fully set forth herein), AND the Railway, both 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 specified in the Schedule hereto annexed.

Contractor _____ (Signature) Railway: Designation _____

Address _____ (For President of India)

Date _____ Date _____

Signature of **Witnesses** (to Signature of Contractor) with address:

Witnesses:

FORMAT FOR CERTIFICATE TO BE SUBMITTED/UPLOADED BY TENDERER ALONG WITH THE TENDER DOCUMENT

I, (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s(herein after called the tenderer) for the purpose of the Tender document for the work of(Name of the subjected work) as per the tender notice No..... (South Central Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under

1. I/we the tenderer(s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s),also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian railway website www.ireps.gov.in. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of the tenders, execution of work or final payment of the contract, the master copy available with the railway administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statement and attachment in proof of the qualification requirements.
- 5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
- 6. I/we declare that the information and documents submitted along with tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry/ Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we also understand that if the contents of the **certificate** submitted by us are found to be forged/false at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and *may also lead to any other action provided in the contract including* banning of business for a period of up to two year. Further, I/we (insert name of the tender) ** and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the **certificate** submitted by us are found to be false/forged at any time after award of the contract, it will lead to termination of contract, along with forfeiture of the Bid Security/Security Deposit and Performance guarantee and *may also lead to any other action provided in the contract including* banning of business of a period of up to Two year.

10. I/we have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

Seal and Signature of the tenderer

Place:

Dated:

**** The contents in italics are only for guidance purpose. Details as appropriate, are to be filled suitably by the tenderer.**

This certificate is to be given by each member of JV or partners of partnership firm/LLP/etc.

Annexure V(A)

(This certificate is to be given by attorney/authorized signatory/each member of Partnership firm/Joint venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.)

I/We (Name), attorney/authorized signatory of the(constituent firm/constituent partner) and member/partner of the (tendering firm) hereby solemnly affirm and state as under:

I/we certify that (constituent firm/constituent partner) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.

I/We have read the clause regarding restriction on procurement from a bidder of a Country which shares a land border with India and certify that I am/we are not from such a country or, if from such a country, have been registered with the competent Authority. I/we hereby certify that I/we fulfill all the requirements in this regard and/are eligible to be considered (evidence of valid registration by the competent authority is enclosed),

**SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER**

Place:

Dated:

Reference -Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT

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

NAME OF BIDDER/JV PARTNER:

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

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)

TECHNICAL CREDENTIALS

{Only for technical eligibility criteria (completed similar single work)}

For the most eligible completed similar single works, Tenderers shall have to submit following details along with tender duly attested by tenderer. Tenderer shall also enclose relevant certificate/documents issued by concerned authority in this regard:

1.	Name of work.	
2.	Contract awarding Authority.	
3.	Contact agreement No.	
4.	Name of the firm.	
5.	Date of award.	
6.	Original value of contract.	
7.	Original date of completion.	
8.	(a) Whether work has been physically Completed.	
	(b) Actual date of completion.	
9.	Final value of contract.	
10.	Whether worked as a main contractor	
11.	Whether worked in the individual capacity or in a Joint venture/Consortium.	
12.	If the work was executed as a joint venture firm, the share of each partnertobe given.	
13.	Brief scope of work.	
14.	Reference with Page No. in thesubmitted document.	

For the Works executed in India: This certificate to be issued by an officer not below the rank of JA Grade or bill passing officer in Railways and Bill passing Officer/Executive In-Charge of work in other government department/Govt. bodies/Public Sector Undertaking. The certificate should bear the signature and seal of the issuing officer, name of the department.

Financial Eligibility Criteria

The tenderer is required to submit the contractual payments received for the last three years and the current financial year. Tenderer shall also enclose relevant certificate/documents issued by concerned authority in this regard.

	Previous 3rd Financial Year	
	Previous 2nd Financial Year	
	Previous 1 st Financial Year	
	Current Financial Year till the date of opening of the tender.	
Grand Total		
2.	Whether the certificate issued for the Contractual Payment received is audited & certified by chartered accountant.	Yes/No
3.	Whether the Contractual Payment received for which the certificate is issued is more than required as per the eligibility criteria of the tender.	Yes/No
4.	Reference with Page No. in the submitted document	

Note: The total contract amount received during the last three Financial Years and in the current financial Year up to the date of tender opening should be a minimum of 150% of advertised tender value. Tenderers should upload/submit to this effect any of the following authentic documents/certificates for evaluating the above financial eligibility criteria.

a) Attested certificate(s) issued by Executive or Nominated Authority of the Government Departments or Semi Government / Public sector undertakings for the value of work done for them during the qualifying period including current financial year certifying the bill amounts paid Agreement-wise and Date-wise or attested photo copy of such certificate. Such certificates will be accepted only from Govt. / Govt. bodies / PSUs authorities. Certificates issued by Private bodies will not be considered.

b) Audited Balance Sheets clearly indicating contractual receipts from the works done for Govt. / Govt. bodies / PSUs / Pvt.organisation in the P&L account of the Balance Sheet, duly certified by the Chartered Accountant for the completed financial years. For the current financial year, Provisional balance sheets issued by Chartered Accountant, clearly indicating contractual receipts and supported by income tax Form-26AS.

NOTE:

(i) Financial Year shall normally, be reckoned as 1st April to 31st March of the Next Year. However, for Turnover Criteria, the Financial Year as applicable to the Company / Tenderer to be considered, if it defers from the above.

(ii) Current Financial Year is reckoned as the incomplete Financial Year in which the date of Tender submission falls.

(iii) Chartered accountant statements duly indicating yearly receipts will not be considered until and unless backed by audited balance sheets or provisional balance sheets with 26AS statement of income tax department.

(iv) If the tender is not accompanied by the certificate(s) in support of financial eligibility as above, the tender shall be rejected. No post tender correspondence will be entertained.

(v) Attestation of documents may be self-attested or attested by a Gazetted officer.

1.2.5 Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI of GCC.

Note: The tenderers shall submit a copy of notarized affidavit on a non-judicial stamp paper stating that all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Form No. 10 (in Forms & Annexures part of Chapter - 4). Non submission of notarized affidavit by the bidder shall result in summary rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

STATEMENT OF DEVIATIONS
PROFORMA FOR STATEMENT OF DEVIATIONS

The following are the particulars of deviations from tender document:

Chapter No. XXX

Para No.	CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)
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Note: Tenderers are advised to submit the deviations from entire tender document including Annexures. Where there is no deviation, the statement should be uploaded duly signed with an endorsement indicating no deviations.

PROFORMA OF PERFORMANCE GUARANTEE

To,

The Senior Divisional Finance Manager,

South Central Railway, Guntakal

1) In consideration of the President of India acting through
(herein after called “ the Government”) having awarded to
(M/s.....) {herein after called
the said contractor(s)} the contract No.....dated
valued at Rs..... for the work of
“.....” (herein after called as the “Agreement”
and the contractor having agreed to provide a Performance Guarantee for the faithful
performance of the contract equivalent to 5% of the value of the contract i.e., for
Rs..... (Rupees..... only) to the Government.

2) We (indicate the name of the bank) hereafter referred to as
“the bank” at the request of.....(Contractor(s)) do hereby under
take to pay the Government an amount not exceeding Rs.....(in words
Rs.....) against any loss of damage caused to suffered or
would be caused suffered by the Government reason of any breach by the said
contractors of any of the terms or conditions contained in the said agreement.

3) We undertake to keep the performance guarantee in force till the satisfactory
completion of the work and maintenance period is over i.e., (mention date)
adding contract period + maintenance period).

4) We,..... (name of the bank) do hereby, undertake to pay
the amount due and payable under this guarantee without any demur, merely on a
demand from the government stating that the amount claimed is due by way of loss
or damage caused to or would be caused to or suffered by the Government by
reason of breach by the said contractor(s) of any of the terms and conditions
contained in the said agreement or by reason of the contractor(s) failure to perform
the said contract. Any such demand made on the Bank shall be conclusive as
regards the amount due and payable by the Bank under this guarantee. However,
our liability under this guarantee is restricted to an amount not exceeding
`.....

5) We undertake to pay to the Government any money so demanded not
withstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any
suit or proceeding pending before any Court or Tribunal relating thereto our liability
under this present being absolute and unequivocal.

6) We,..... (name of the bank) further agree that the guarantee
herein contained shall remain in full force and effect during the period that would be
taken for the performance of contract and that it shall continue to be enforceable till
all the dues of the Government under or by virtue of the said agreement have been

fully paid and its claims satisfied or discharged or till Sr.Divisional Finance Manager, S.C.Railway, Guntakal. Ministry of Railways certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (date), we shall be discharged from our liability under this guarantee thereafter.

7) We.....(name of the bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s) supplier(s) Dated: the.....date.....of.....20.....

8) We,..... (Name of the bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

For (Bank)

Witness:

.....

.....

PROFORMA FOR INDEMNITY BOND**Tender No.**

Indemnity Bond for safe custody of Railway material to be supplied to M/s. _____ under Tender

No. _____ We

, M/s. _____ (hereinafter called the Contractor) do hereby undertake that we shall hold in our custody for and on behalf of the President of India acting in the premises through the Sr.DSTE/GTL or his successor, South Central Railway (herein after referred to "the purchaser") or for him all Railway materials which have been handed over to us against the contract for Tender no. _____ dated for the work of

" _____ "

by the Railway for the purpose of execution of the said contract until such time the materials are duly installed and/or erected or otherwise handed over to the Railway.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as installed and/or erected equipment to the Railway or as directed otherwise and shall indemnify the Railway against any loss, damage or deterioration whatsoever in respect of the said materials. Any Officer authorized by the Sr.DSTE/GTL, South Central Railway shall at all-time open the said materials to Inspection.

Should any loss, damage or deterioration of materials occur or surplus materials disposed off improperly, the Railway shall be entitled to recover from us the full cost and compensation determined in terms of the contract for such loss or damage, if any, along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time thereafter becomes due to us under the said or any other contract.

In the event of any loss or damage as aforesaid the assessment of such loss or damage and the assessment of the compensation there for would be made by the President of India acting through the Sr.DSTE/GTL, South Central Railway, or his authorized nominee shall be final and bind upon us.

Signed at _____

On this day of _____

Signature of Witness: _____

For & on behalf of _____

M/s. _____

Name of Witness in BLOCK LETTERS & ADDRESS:

RECEIPT CERTIFICATE (FOR SUPPLY ONLY)

From: Sr. Section Engineer (Signal/Telecom/Electrical)/ -----Division

No.

Date:

1. Contract No.
2. Name of Work.
3. Item No. as in Schedule of work.
4. Description of Item.
5. Material Inspected by:
6. Dispatch particular & date.
7. Qty as per dispatch particular
8. Qty received.
9. Qty short received.
10. Condition on Stores Received.
11. Name of Firm & Address.
12. Place of receipt.
13. Date of receipt
14. Ledger No.
15. Name & designation of Stores In- charge

Signature of Stores –in – Charge

REQUISITION-CUM-RECEIPT FOR THE MATERIAL

Requisition-cum-receipt for the material
No. _____

Sr. _____

Date: _____

A. Please arrange to supply the bearer _____

_____ **Description of materials required**

Qty	Nos.	In words	In figures

At (place of supply) _____ Station _____

For sub-section between Km. _____ to Km. _____

Against Contract no. _____

Signature of the
Contractor(s)

B. Received the above material Qty. _____

(Fig) _____ as mentioned above.

On _____ received in good condition and I/We undertake the responsibility for replacement / payment of/ for the same as shall be deemed fit by the Railway in terms of Special Conditions.

Station:
Date:

Signature of the Contractor(s)

A) List of works completed

<u>S.N</u> <u>o</u>	Description of work	Organization for whom executed	Approx. value of contract at the time of award (Rs.)	Date of award	Date of scheduled completion of work	Date of actual completion	Final value of contract (Rs.)

B) List of works in Hand

Sl. No	Name of the Organization	Name of Work	Date of Award	Original Date of completion	Place of work	Value of works	Present Physical Progress in %age	Likely date of completion

Note: Tenderer may note that the Railway Administration reserves the right to reject the offers received with wrong information or without authenticated details from the tenderers in the above format summarily and the tenderer shall have no claim in this regard.

The information furnished above is correct and complete, to the best of our/my knowledge and belief.

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

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.

Signature of tenderer/contractor:

Date:

Address:

Check list for Verification of Partnership Deed/Tender

A. Stamp Duty, Place, Date of Execution

- 1) Firstly, the date of purchase of stamp paper on which Partnership Deed (PD) is executed is to be noted. The date of purchase of stamp paper should be prior or on the same date of execution of the Partnership Deed.
- 2) The date and place of execution of PD is to be verified. Also the date on which the business has come into force is to be noted. The date of execution shall synchronise with other related dates/events.
- 3) Then it is to be verified whether PD is executed on stamp paper of proper value. The value of the stamp paper depends in which state it is executed. In A.P. it was, Rs. 300/- and increased to Rs. 500/- with effect from 1-8-2005, Karnataka Rs. 500/- & Maharashtra Rs. 300/-.
- 4) A partnership firm cannot be one of the parties in a Partnership Deed since partnership firm has no legal personality under law.

B. Nomination of Managing Partner

- 1) Whether any one of the partner is nominated as Managing partner.

Generally, a partner nominated as Managing partner is doomed to have the power to sign tenders, agreements, documents, represent the firm etc., unless otherwise prohibited under any clause.
- 2) In case no Managing partner is appointed it has to be verified whether any other partner is given power to apply for tenders, sign agreement, represent on behalf of firm etc.
- 3) In the absence of any partner or managing partner is given power to represent firm, then whether any General Power Attorney is executed empowering the attorney to apply for tenders.

It may be noted that except for the company in any other case the attorney should not be allowed to sign Agt./Subsidiary Agt./Rider Agt. as it would amount to sub-letting of contact. [the attorney can only execute work, sign MB's and other documents provided he is given the power to do so].

C. Authentication of Partnership Deed.

- 1) Whether all the partners have signed on all pages of the PD.
- 2) On the last page of PD the signatures of all partners should be witnessed by two witnesses which is compulsory otherwise the PD cannot be treated as valid.

- 3) In case the PD is notarized by the notary public even if the witnesses have not signed, the PD can be treated as valid.
- 4) Where the tenderer submits certificate issued by the Registrar of firm it shall be a conclusive proof that the PD is properly executed and cannot be questioned that it is witnessed or notarized.

D. Signing the Tender

- 1) Who signed the tender on behalf of the firm is to be checked and satisfied that it is the person who is authorized in the deed as mentioned above. If there is no Managing Partner in a Partnership Deed or that one or more individual person is not authored either in the deed or under GPA then the tender shall be signed by all the partners.
- 2) It has to be checked whether the Stamp of the firm or Managing Partner or the designation of the person who signed is affixed in the tender.
- 3) The signature of the managing partner or other partners to be verified whether it is same in the PD as well as in tender.
- 4) Whether the tender is signed at the required nominated places.

E. Execution of GPA.

- 1) If there is a nominated managing partner he can execute GPA otherwise all partners have to execute GPA.
- 2) Where the tender firm submits GPA, then it is to be verified whether the attorney has signed the tender and signature also to be verified.

Where an attorney signs the tender, he should sign on behalf of the firm. That is the firm's stamp is to be affixed and he should sign on behalf of the firm [as authorized signatory].

INSTRUCTIONS FOR SUBMITTING THE TENDERS AS JOINT VENTURE FIRMS

On Non-judicial stamp of Rs. 100/- MEMORANDUM OF UNDERSTANDING FOR JOINT VENTURE/CONSORTIUM AGREEMENT

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 it successors) of the **FIRST PART.**

AND /OR

M/s. _____ a partnership firm constituted under the Indian Partnership ACT 1932, having its registered office at _____, represented through its partner Shri _____ /Authorized Representative Shri _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **FIRST PART.**

AND/OR

M/s. _____ a proprietary concern having its registered office at _____ Represented through its sole proprietor Shri _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes it successors) of the **FIRST PART.** 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 M/s. _____ details to be supplied of the expertise in their field. Whereas, the party of the third part M/s. _____ details to be supplied of the expertise in their field.

AND whereas parties to this MOU have agreed to co-operate with each other to associate jointly and to form a Joint Venture/Consortium Firm to participate in the South Central Railway Tender. **Now**, therefore, in consideration of the promises and mutual promises and of the undertaking contained herein, it is hereby agreed between the parties of the MOU 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 Central Railway Tender and in the event, the contracts 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 Joint Venture/Consortium firm shall be _____

3. **The parties, hereto, represent 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 this **Tender No.including its addendum and corrigendum.**

That each of the parties of JV/Consortium, agrees and undertake to place at the disposal of the/Consortium, 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/Consortium shall broadly be follows:

M/s. _____ %
M/s. _____ %
M/s. _____ %

“That M/s. _____ shall be the lead member of J.V. firm who shall have a majority (at least 51%) share of interest in the JV/Consortium firm. The other members shall have a share of not less than 20% each (in case of firm with upto three member) The other members shall have a share of not less than 10% each (in case of JV/Consortium firm with more than three members). In case of JV/Consortium firm with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51% (strike out which is not applicable) And all right, 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 these shares. Each of the parties shall bound by guarantees, sureties required for the work as well as its proportionate share in working capital another financial requirements.

3 **The parties to this MOU undertake:**

- a) That after submission of the tender, the MOU shall not be modified/altered/terminated during the validity of the tender including extension and maintenance period
- b) Modification becomes inevitable due to succession laws etc., but in no case the minimum eligibility criteria would be vitiated.

- 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".
- c) That with respect of the South Central Railway Tender neither party, nor any subsidiary company of either Party, nor any joint venture/Consortium company or any other entity, in which the party/parties, is or are in any way interest, shall complete together with or through any third party, nor shall be parties advise, consult for, engage in or otherwise assist in any way person or entity or any affiliate thereof in respect of any orders or contracts related to this tender.
- d) That none of the members of joint ventures/Consortium is black listed and/or debarred by the Railway Board or and other ministry or department of Govt. of India/State Govt. from participation in contract/under in the past either in individual capacity or the JV/Consortium Firm or partnership firm in which they were/are members/partners.

4 Joint & Several Liability:

In respect of the South Central Railway Tender, all commercial terms shall comply each part on back-to basis specifications of the Railway Board Tender or any other mutually agreed terms with the Owner/Customer. The Parties hereto shall, if awarded the contract for the project for which the Joint Venture/Consortium is formed, be jointly and severally liable to the Railway 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 Railway in course of execution or due to non-execution of the contract or part thereof arising out of the contract.

6. Shri _____ be authorized partner/person on behalf of the Joint Venture/Consortium 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 Central Railway tender/Contract. All notices

/correspondence with respect to the contracts would be sent only to this authorized partner/person of the J.V. /Consortium firm.

7. Notwithstanding anything herein, in respect of the 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. 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 this 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.

9. Assign ability:

No party to the Joint Venture/Consortium 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 Indian Railway.

10. Use of Machinery, Instruments, Labour Force etc:

The Parties hereto undertake that whatever the machinery, instruments, Labour force (including unskilled, skilled, inspectors, Engineers etc.) they possess at the time of entering into Joint Venture/Consortium 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/Consortium Agreement shall hand over the same at the disposal of the other party who is actually executing the work for the purpose of execution of the contract without any hindrances and obstacle.

11. 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 discharge completely.

1. Applicable Law:

The 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 the place where MOU is executed/signed between the parties.

2. Settlement of Disputes:

In the event of disputes arising from the 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 statutory modifications made thereafter.

14. All communications or notices provided for herein shall be in the 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/Consortium firm 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.

15. Each Part 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 levied or imposed or any of its employees or personnel or any of its subcontractor's employees or personnel) including penalties and interest, if any, levied in connection with the execution of this MOU.

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

Signature: -
Shri _____
_ of _____
M/s. _____

Signature: -
Shri _____
of _____
M/s. _____

Signature: -
Shri _____
_ of _____
M/s. _____

1) Witness Name:
2) Address :

1) Witness Name:
2) Address:

1) Witness Name:
2) Address:

PROFORMA**ENGINEERING ORGANISATION****1. ENGINEERING ORGANIZATION AVAILABLE ON HAND.**

Sl. No.	Name & Designation of Employee	Qualification	Previous Experience	Working From to
01.	02.	03.	04.	05.
A				
B				
C				
Z				

2. ENGINEERING ORGANIZATION PROPOSED TO BE ENGAGED FOR THIS WORK FROM ABOVE.

Sl. No.	Name & Designation of Employee	Qualification	Previous Experience	Remarks
01.	02.	03.	04.	05.
A				
B				
C				
Z				

3. ENGINEERING ORGANIZATION PROPOSED TO BE ENGAGED FOR THIS WORK FROM OUTSIDE.

(A SUITABLY WORDED CONSENT LETTER FROM SUCH A PERSON SHOULD BE OBTAINED AND ENCLOSED)

Sl. No.	Name & Designation of Employee	Qualification	Previous Experience	Remarks
01.	02.	03.	04.	05.
A				
B				
C				
Z				

SIGNATURE OF THE TENDERER(S):
NAME OF THE TENDERER(S):

Annexure - 3**PROFORMA
PLANT & MACHINERY****5. PLANT & MACHINERY AVAILABLE ON HAND**

Sl. No.	Particulars of plant & machinery equipment	No. of Units	kind & make	Capacity	Age and condition	Approx. Cost in Rs. In lakhs	Purchase Bill No. & Date and Registration particulars.
01	02.	03.	04.	05.	06	07	08

2. PLANT& MACHINERY PROPOSED TO BE INDUCTED FROM ABOVE

Sl. No.	Particulars of plant & machinery equipment	No. of units	kind & make	Capacity	Age and Condition	Approx. Cost in Rs. In lakhs	Purchase Bill No. & Date and Registration particulars.
01	02.	03.	04.	05.	06	07	08

3. PLANT& MACHINERY PROPOSED TO BE INDUCTED FROM OUTSIDE.

Sl. No.	Particulars of plant & machinery equipment	No. of units	kind & make	Capacity	Age and Condition	Approx. Cost in Rs In lakhs	If to be purchased give likely date of Receipt & Supplier's name.
01	02.	03.	04.	05.	06	07	08

SIGNATURE OF THE TENDERER(S):

NAME OF THE TENDERER (S):

PROFORMA FOR NEFT MANDATE FORM

FROM:

Date:

To,

FA&CAO/ C/SC,

South Central Railway,

Secunderabad.

Sub: -Willingness to Receive Payment through RBI's NEFT System.

We refer to the National Electronic Fund Transfer (NEFT) System being set up by South Central Railway, Secunderabad-25 for remittance of our payments using RBI's NEFT scheme and confirm that we are agreeable to our payments being made through the above scheme to our under noted Account:

NAME OF ORGANISATION AND ADDRESS :

MICR CODE OF BANK :

IFS CODE OF BANK :

BANK NAME :

BRANCH NAME :

BANK ADDRESS :

BRANCH TELE/FAX NO. :

BANK ACCOUNT NO. :

TYPE OF ACCOUNT :

A Xerox copy of the cheque leaf is attached herewith for necessary action at your end.

Encl : As stated above

Signature & Stamp

Confirmed by Bank

CERTIFICATE OF FAMILIARISATION

I/we hereby solemnly declare that I/We visited the site of the above work and have familiarized myself/ourselves of the working conditions there in all respects and in particular the following.

- i) Scope of work
- ii) Existing Railway signaling installations & running of traffic.
- iii) Topography of the area.
- iv) Soil conditions at the site of work, existing cable route.
- v) Sources and availability of construction materials.
- vi) Rates for construction materials.
- vii) Availability of local labour, both skilled and unskilled and the prevailing labour rates.
- viii) Availability of water and electricity.
- ix) The existing roads and access to the site of work with regard to crossing of existing track and re-handlings involved in crossing of existing tracks.
- x) Availability of space for putting labour camps, offices, stores godowns, engg. Yard for collection of required materials and stacking.
- xi) Any other matter that may have bearing on work.

Signature of tenderer:

Name of tenderer:

SOURCES FOR SPECIFICATIONS / DRAWINGS

1. IRS Drawings and Specification including RDSO Specific – Director General, R.D.S.O., Lucknow.
2. TEC Drawings & Specifications – Telecommunications Engineering Centre, KurshidLalBhawan, Janpath, New Delhi – 110 001.
3. Standard Specifications (BSS & ISS, etc.) – Indian Standard Institution, 9, Mathura Road, New Delhi.
4. Railway Publications such as Railway Rules, Codes and Practices, etc. – Government of India, Ministry of Railways, Rail Bhawan, New Delhi.
5. Central Government Laws and Acts – Government of India, Ministry of Information, Publications Division, Tilak Road, New Delhi.
6. Manual of Instructions for Installation of S&T Equipment 25KV 50 Hz, single phase Electrified section – Director General, R.D.S.O., Lucknow.
7. General and Subsidiary Rules of Indian Railways and South Central Railways.

Note: For bidding the list is not exhaustive and any specification /drawings as required for bidding and successful execution EI can be obtained on request from office of Sr.DSTE/GTL.

Compliance with the GST Act, 2017 –

Change in Para (a) of Clause 6, Part-I of IRSGCC, July 2014;

(a) (i) 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 IRSGCC for the completion of works to the entire satisfaction of the Engineer.

(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/Integrated Goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017 (UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act, shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to Railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.

(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the Railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority. **(Authority Railway Board Letter No.2017/CE-I/CT/4/GST dated 23.6.2017)**

FORMAT FOR REPORTING OF EMPLOYMENT OF RAILWAY OFFICERS**NAME OF WORK:** As shown in NIT.

(Proforma to be filled in and signed by the Tenderer and submitted along with 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 Railway.

(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?

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

1	Post held before retirement	
2	Date of retirement.	
3	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.	

1. 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
- (iv) Address
- (v) Date

CERTIFICATE OF COMPETENCY

Certified that Sri Signalling / Telecom. Works supervisor of M/s.
..... has been examined regarding Safety Working in
Railway areas in connection with Work under Contract Agreement No. (s)
..... His knowledge has been found satisfactory and he is
capable of supervising the work safely.

Issued by:
(Railway Supervisor's Signature, Name and designation).

Countersigned by:
(Name & Signature of ASTE/DSTE with stamp)

METHOD STATEMENT (THE TENDERER SHALL FILL THE RELEVANT INFORMATION OR ATTACH A SEPARATE ANNEXURE)

1. A brief description of the works, task or process:

1. Your company details, logo, name, address etc.

2. **Start date, completion date:** Date of Letter Of Acceptance (DLOA) to DLOA + completion in months.

Sl.no.	Name of the event (mile stone)	Schedule
1	Survey of cable route plan and approval	D+
2	Cable trenching and laying	D+
3	Location box foundation and signal foundations	D+
4	Panel , block instrument erection, wiring etc.,	D+
5	Relay wiring, external wiring, alterations.	D+
6	Supply of materials	D+
7	Testing	D+
8	Commissioning	D+
9.	Completion	D+

“D “stands for the date on which Railway has given the site/drawings as relevant.

3. **Items to be Protected and Precautions:** Trains (while working near track), Existing S&T and Electrical cables, Location Boxes, Axle Counters, OHE masts etc., work men, Railway Passengers and Employees.

Main threat is to the existing cables and other working assets particularly during cable Laying.
This threat can be eliminated by:

- i) By joint Survey and tracing of UG cables using cable tracers (Railway supply)
- ii) Preparing proposed cable route diagram avoiding threats
- iii) Chalk powder marking of permitted route
- iv) Strict site supervision and stoppage of work when a threat is detected
- v) Involving P-way officials and obtaining their Permission for Track crossings and other works near track
- vi) Adequately Burying Cable ends until termination to save from threat etc
- vii) Deploying qualified Supervisors with adequate knowledge of Railway safety rules
- viii) Deploying Suitable Equipment and methods for trenching and excavation depending on site conditions.

- ix) Mechanical excavators (Ex Proclainers) for mid sections with little or no cables near the cable trench proposed.
- x) Manual digging under close supervision where threat of cables is higher such as in yards
- xi) Use of Trained and disciplined Excavator operators
- xii) Mechanical boring wherever feasible for track or Road crossing
- xiii) Careful handling of cables and other Railway materials
- xiv) Extreme care while terminating cable ends. Avoiding short circuit with other terminals having working circuit.
- xv) Use of properly trained staff with appropriate tools.

4. Equipment proposed to be hired/ deployed: (as per site requirement)

- 1. Main transportation up to site store: Trucks
- 2. Local transportation to site: Trucks, Mini Trucks, Man power and authorized track lorries.
- 3. No. of Proclainers proposed per work site:(**To be filled by contractor**)
- 4. No. of Mechanical borers: (**To be filled by contractor**)
- 5. No. of Jeeps proposed to be hired/deployed during peak work:
(**To be filled by contractor**)
- 6. No of unskilled workmen proposed to be deployed per work site:
(**To be filled by contractor**)
- 7. No. of In charge Supervisors :(**To be filled by contractor**)
- 8. No. of Site Supervisors per site :(**To be filled by contractor**)
- 9. No. of Generators:(**To be filled by contractor**)
- 10. No. of Track Drilling Machines:(**To be filled by contractor**)
- 11. No of workmen with Electrical/ Mechanical/ Trade skills:(**To be filled by contractor**)
- 12. No. of Foundation Shutter Sets:(**To be filled by contractor**)
- 13. Any other Information/Planning proposed (ATTACH SHEETS)

SIGNATURE OF TENDERER