

**ANNEXURE – I**

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

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

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

**To**

**The President of India  
Acting through the South Western Railway**

1. 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 Rs. \_\_\_\_\_ 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 Startup firm registered by \_\_\_\_\_ Policy and Promotion (DIPP) and my registration number is \_\_\_\_\_ Department of Industrial 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 Tenders (S)

Date \_\_\_\_\_

**ANNEXURE – II****TECHNICAL CREDENTIALS**

{Only for technical eligibility criteria [completed similar work]}

For the most eligible contractors who had completed similar 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.	
12	If the work was executed as a joint venture firm, the share of each partner to be given.	
13	Brief scope of work.	
14	Reference with Page No. in the submitted document.	

Signature of the competent authority

### Annexure –III

Para 5 of the Instructions to Tenderers

#### (Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India

*(On non-judicial stamp paper, which should be in the name of the Executing Bank).*

**Name of the Bank:** -----

President of India,

Acting through .....,

..... Railway,

Beneficiary: ..... Railway

Date:.....

**Bank Guarantee Bond No.:**

**Date:**-----

In consideration of the President of India acting through----- (**Designation & address of Contract Signing Authority**), ..... Railway, ....., .... (hereinafter called "The Railway") having invited the bid for\_\_\_\_\_through Notice inviting tender (NIT) No..\_\_\_\_\_, We have been informed that . . . . **[Insert name of the Bidder]**..... (**hereinafter called "the Bidder"**) intends to submit its bid (hereinafter called "the Bid") .

WHEREAS, the Bidder is required to furnish Bid Security for the sum of **[Insert required Value of Bid Security]**, in the form of Bank Guarantee, according to conditions of Bid.

**AND**

WHEREAS, .....**[Insert Name of the Bank]**, with its Branch .....**[Insert Address]** having its Headquarters office at..... **[Insert Address]**, hereinafter called the **Bank**, acting through .....**[Insert Name and Designation of the authorised persons of the Bank]**, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway:

1. KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of **[Insert required Value of Bid Security]** as above stated.
2. The Bank 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 Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from.....**[insert date of issue]**till .....**[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]**. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.

8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	SBIN000RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Railway. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Railway.

Date .....

Place.....

.....

Bank's Seal and authorized signature(s)

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

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

*[P/Attorney]* No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

*[P/Attorney]*No.

Bank's Seal

**Note:** All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

**ANNEXURE –IV**

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:**

<b>Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)</b>			
<b>Year</b>	<b>Amount Currency</b>	<b>ExchangeRate</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)***

**FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

I..... (Name and designation) \*\*appointed as the attorney/authorized signatory of the tenderer (including its constituents),  
M/s..... (hereinafter called the tenderer) for the purpose of the Tender documents for the work of

..... as per the tender No. .... of..... (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](http://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 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, statements and attachments 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 the 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 understand that if the contents of the affidavit submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of upto two year. Further, I/we (*insert name of the tenderer*) \*\* 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 affidavit submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee besides any other action provided in the contract including banning of business for a period of upto 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 in suitably by tenderer.**

**This affidavit is to be given by each member of JV.**

**ANNEXURE-VI**

**PROFORMA FOR INDEMNITY BOND**

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/MYS or his successor, South  
Western 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/MYS, South Western Railway, Mysuru Division, Mysuru shall at all-time  
open the said materials to Inspection.

Should any loss, damage or deterioration of materials occur or surplus materials  
disposed of and are fund becomes due, 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/MYS, South Western Railway, Mysuru Division,  
Mysuru 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



**ANNEXURE-VII**

**PROFORMA FOR BANK GUARANTEE BOND**

**TO,**

The President of India, Through the FA&CAO/MYS, South Western Railway, Mysuru,

1. In consideration of the President of India [hereinafter called "the Government"] having agreed to accept from.....[hereinafter called "the said contractor[s]"], under the terms and conditions of an Agreement/Acceptance letter dated.....made between..... and..... [herein after called "the said Agreement"] the Performances Guarantee for the due fulfilment by the Contractor/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs..... [Rupees..... only]..... [indicate the name of Bank thereafter referred to as "the Bank"] at the request of.....contractor/s do hereby undertake to pay the government an amount not exceeding Rs .....against any loss or damage caused to or suffered by or would be caused to or suffered by the Government by reason of any breach by the said Contractor[s] of any of the terms or conditions contained in the said Agreement.
2. We..... [indicate the name of Bank] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Government stating that the amount claimed is by way of loss or damage caused to or suffered by the Government by reason of breach by the said contractor/s of any of the terms or conditions contained in the said agreement or by reason of the contractor/s failure to perform the Agreement, any such demand made on the bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor/s/supplier[s] in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor[s]/supplier[s] shall have no claim against us for making such payments.
4. We .....[indicate the 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 the said Agreement, including Maintenance/Warranty Period, and that it shall continue to be enforceable till the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharge or till  
\_\_\_\_\_office/Department. Ministry of Railway certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said Contractor[s] and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the

- .....we shall discharge from all liability under this guarantee thereafter.
5. We.....[indicate the 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 terms and conditions of the said agreement or to extend time of performance by the said contractor[s] from time to time or to postpone from any time or from time to time any of the powers exercisable by the Government against the said contract and to forebear 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, extension being granted to the contractor[s] for any forbearance act or commission on the part of the Government or indulgence by the Government to the said contractor/s or such any matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.
  6. This Guarantee will not be discharge due to the change in the constitution of the bank or the Contractor[s]/Suppliers[s].
  7. We,.....[indicate the name of Bank].....undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Date this.....day of..... 2020

For..... [Indicate the name of Bank]

Signature of Tenderer

## ANNEXURE-VIII

### PROFORMA FOR NEFT MANDATE FORM

FROM:

Date: \_\_\_\_\_

To, FA&CAO/ MYS,  
South Western Railway,Mysuru.

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 Western Railway, Mysuru Division, Mysuru 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:

1	NAME OF ORGANISATION AND ADDRESS:	
2	MICR CODE OF BANK:	
3	IFSC CODE OF BANK:	
4	BANK NAME:	
5	BRANCH NAME:	
6	BANK ADDRESS:	
7	BRANCH TELE/FAX NO. :	
8	BRANCH TELE/FAX NO. :	
9	BANK ACCOUNT NO. :	
10	TYPE OF ACCOUNT:	

A Xerox copy of the cheque leaf is attached herewith for necessary action at your end.  
Encl: As stated above

Confirmed by Bank

Signature & Stamp

**ANNEXURE-IX**

**REQUISITION-CUM-RECEIPT FOR THE MATERIAL**

Requisition-cum-receipt for the material

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

Date:

A. Please arrange to supply the bearer \_\_\_\_\_  
\_\_\_\_\_ Description of materials  
required

Sl. No.	Description	Unit	Qty	Remarks

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:

Signature of the Contractor[s] \_\_\_\_\_

Date:

**RECEIPT CERTIFICATE [FOR SUPPLY ONLY]**

From:

Sr. Section Engineer

[Signal/Telecom/ ----- 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

## ANNEXURE-XI

### i. LIST OF WORKS COMPLETED

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.]

## ii. LIST OF WORKS IN HAND

[illegible]

**ANNEXURE – XII**

Reference Para 17B

Registered Acknowledgement Due

**PROFORMA FOR TIME EXTENSION**

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

Dated: \_\_\_\_\_

Sub: (i) \_\_\_\_\_ *(name of work)*.

(ii) Acceptance letter no. \_\_\_\_\_

(iii) Understanding/Agreement

no. \_\_\_\_\_

Ref: \_\_\_\_\_ *(Quote specific application of Contractor for extension to the date received)*  
Dear Sir,

1. The stipulated date for completion of the work mentioned above is \_\_\_\_\_. From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or 'However, the work was not completed on this date').
2. Expecting that you may be able to complete the work if some more time is given, the competent authority, although not bound to do so, hereby extends the time for completion from \_\_\_\_\_ to \_\_\_\_\_.
3. Please note that an amount equal to the liquidated damages for delay in the completion of the work after the expiry of \_\_\_\_\_ *(give here the stipulated date for completion with/without any liquidated damage fixed earlier)* will be recovered from you as mentioned in Clause 17B of the Standard General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.
4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.
5. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.
6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting upto this extension to complete the work by \_\_\_\_\_ *(here mention the extended date)*, further action will be taken in terms of Clause 62 of the Standard General Conditions of Contract.

Yours faithfully For

and on behalf of the President of India

ANNEXURE - XIV

ANNEXURE V[A]

Reference -Para 6.1 of ITT

**(This certificate is to be given by attorney/authorized signatory/each member of Partnership Firm/Joint venture (tv) / 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:

1. 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.
2. 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 are/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: -

Date: -



## BID CAPACITY

**(FOR WORKS COSTING MORE THAN RS.20 CRORE OR AS PRESCRIBED BY RAILWAYS THROUGH INSTRUCTION/NIT ISSUED FOR THE WORK)**

STATEMENT OF VALUE OF EXISTING COMMITMENTS AND BALANCE AMOUNT OF ONGOING WORKS WITH THE TENDERER 'B' TO BE COMPLETED IN NEXT 'N' YEARS (N= Number of years prescribed for completion of work for which bid has been invited.)

**(Ref: ANNEXURE – VI of IRSGCC –2018)**

S N .	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.)	Balance amount  (In Rs.)	In case of JV / Partnership Firm (Refer foot note overleaf/Annexure VI of IRSGCC 2018		Due date of completion As per Agreement/ Supplemen- -tary Agreement.	Value of existing commitment s and balance amount of ongoing works with the tenderer to be completed in next 'N' years. (B) (In Rs.)
							Share of concerned member in earlier JV/ Partnership firm	Value of balance work as per share.		
1	2	3	4	5	6	7	8	9	10	11
1										
2										
3										
.										
.										
TOTAL OF (B) VALUE (In Rs.) =										

$$\text{Bidding Capacity} = [A \times N \times 2] - B$$

Where,

A= 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, up to date of opening of tender, taking into account the completed as well as works in progress (Value to be taken from **Proforma – 3A**).

N= Number of years prescribed for completion of work for which bid has been invited.

B= Value of existing commitments and balance amount of ongoing works with the tenderer to be completed in next 'N' years.

$$\text{BID CAPACITY} = [A \times N \times 2] - B =$$

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

**SIGNATURE AND STAMP OF BIDDER**

**Duly verified and  
certified Chartered Accountant**

**Contd..**

**NOTE:**

- (a) The Tenderer(s) shall furnish the details of all existing commitments and balance amount of ongoing works of any value with tenderer as per the above Pro forma for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of opening of tender. In case of no works in hand, a 'NIL' statement should be furnished. This statement should be submitted duly verified by Chartered Accountant.
- (b) In case of JV, the tenderer(s) must furnish the details of existing commitments and balance amount of ongoing works with each member of JV as per the above Proforma for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of opening of tender. In case of no works in hand, a 'NIL' statement should be furnished. This statement should be submitted 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 technical eligibility criteria 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) A Partnership Firm fulfilling the technical eligibility criteria by name and style, shall submit the details of existing commitments and balance amount of ongoing works in the above Proforma for the partnership firm and for its individual partners.
- (f) In case, an Individual/ Proprietary firm or Concern which submits the tender, claiming the credentials /experience as partner /member of another Partnership firm (s)/Joint Venture (s) for fulfilling the technical eligibility criteria, shall submit the following in the above Proforma:
  - I. Details of existing commitments and balance amount of ongoing works in other Partnership Firm /JV in proportion to his/her share in those firms.
  - II. Details of existing commitments and balance amount of ongoing works (if any) in the name and style of the Individual/ Proprietary firm or Concern under consideration for the tender.
- (g) In case, the Company which submits tender, claims the credentials/experience as a partner of another Partnership firm/Member of another Joint Venture (s) or claims the credentials/experience of another Company for fulfilling the technical eligibility criteria, shall submit the following in the above Proforma:
  - I. Details of existing commitments and balance amount of ongoing works in other Partnership /JV / Limited Company in proportion to its share in those Firms/Company.
  - II. Details of existing commitments and balance amount of ongoing works (if any) in the name and style of the Limited Company under consideration for the tender.
- (h) 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.
- (i) Payments received in works contracts executed / value of existing commitments for works contracts in force for Central / State / Semi Government Organizations / Authorities, PSUs of Govt. of India / State Government shall only be considered.

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.

**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				

**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				

**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):

**PLANT & MACHINERY****1. PLANT & MACHINERY AVAILABLE ON HAND:**

Sl. No	Particulars of machinery, Plant & equipment	No. of Units	Kind and 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.
A.							
B.							
C.							
Z.							

**2. PLANT & MACHINERY PROPOSED TO BE INDUCTED FROM ABOVE.**

Sl. No	Particulars of machinery, Plant & equipment	No. of Units	Kind and 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.
A.							
B.							
C.							
Z.							

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

Sl. No	Particulars of machinery, Plant & equipment	No. of Units	Kind and 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.
A.							
B.							
C.							
Z.							

SIGNATURE OF THE TENDERER (S):

NAME OF THE TENDERER (S):

**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)

1. The undersigned -
  - (a) Is a retired Gazetted officer holding prior to retirement a pensionable/ non-pensionable post in the Engineering Department of the \_\_\_\_\_ 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.
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 two years prior to date of submission of tender, state whether permission for taking such contracts has been obtained from the President of India or any officer duly authorized in this behalf \_\_\_\_\_
3. If the Tenderer or in the case of a firm or company, any of the shareholders has a relative or relatives employed in Gazetted capacity in the Engineering or any other Department of the Railways, particulars of such relatives in the Railway may be furnished hereunder---
  - (i) Name.....
  - (ii) Designation.....
  - (iii) Relationship .....

Signature of Tenderer(s)

NAME.....

ADDRESS.....

.....

**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, 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 these 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 hereto 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. M/s /Shri \_\_\_\_\_ shall be Authorized Member 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 and authorized to further delegate powers vested with him by executing a Power of Attorney through an agent or individual. 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 complete 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.

1. **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.

2. **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.

3. **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.

4. 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.

5. 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.

6. 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: \_\_\_\_\_

SOUTH WESTERN RAILWAY  
**FORM FOR SUBMISSION OF REQUEST FOR AVAILING MOBILISATION ADVANCE**

TO

THE PRESIDENT OF INDIA,  
Acting through the Divisional Railway Manager  
Sr. Divisional Engineer-----, -----  
Bangalore Division  
South Western Railway.

Sir,  
Subject: Name of the work: -----  
Ref: Tender Notice no: -----; Item no: -----

I/We----- (Name of Individual/ Firm/Company/JV) represented by its authorised signatory Sri / Smt. .... hereby submit that, in the event of I / We becoming a successful tenderer in the subject tender and followed by Railway placing on us the order for work execution, I / We intend to register our request for availing the grant of Mobilisation Advance as per the terms and conditions applicable for this purpose as detailed in tender conditions.

I/We have read and understood the conditions of tender/contract pertaining to Mobilisation Advance and do here by agree that I / We abide by all terms and conditions of tender / contract governing Mobilisation Advance. Further, I / We hereby agree that subsequent modifications, if any, in respect of grant of Mobilisation Advance issued from time to time by Railway during the currency of the contract is binding on us.

Yours Sincerely

(Signature of the Tenderer)

Name:

Place

Date:

Address:

**Proforma of Certificate on percentage of Local  
Content (For Procurement Order Value more than  
Rs.10 Crores)**

(To be furnished by Statutory Auditor / Cost Auditor of the Company (in the case of Companies) /  
Practicing Chartered Accountant or Cost Accountant (in the case of suppliers other than  
Companies)).

“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 of M/s..... (Name of bidder) for the  
work ..... (To be filled as notified in Tender document) against tender no  
..... Date ..... By M/s..... (Name of the bidder), is at  
.....%.

Place:-

Date:-

Signature of tenderer  
With seal.

**SOUTH WESTERN RAILWAY**  
**FORM FOR SUBMISSION OF**  
**REQUEST**  
**FOR AVAILING LETTER OF CREDIT AS MODE OF PAYMENT**

TO

THE PRESIDENT OF INDIA,  
Acting through the Divisional Railway Manager  
Sr. Divisional Engineer/-----, -----  
Bangalore Division  
South Western Railway.

Sir,

Subject: Name of the work: -----

Ref: Tender Notice no: -----; Item no: -----

I/We----- (Name of Individual/ Firm/Company/JV etc) represented by its authorized signatory Sri / Smt. .... hereby submit that, in the event of I / We becoming a successful tenderer in the subject tender and followed by Railway placing on us the order for work execution, I / We intend to register our request for availing the grant of **Letter of Credit as mode of Payment** as per the terms and conditions applicable for this purpose as detailed in tender conditions.

I/We have read and understood the conditions of tender/contract pertaining to Mobilizations Advance and do here by agree that I / We abide by all terms and conditions of tender / contract governing Mobilizations Advance. Further, I / We hereby agree that subsequent modifications, if any, in respect of grant of Mobilizations Advance issued from time to time by Railway during the currency of the contract is binding on us.

(Signature of the Tenderer)

Name:

Place:

Date:

Address:

**AFFIDAVIT/UNDERTAKING FOR PROCUREMENT FROM RDSO APPROVED  
SOURCE**

*(To be executed in the presence of Notary Public on non-judicial stamp paper of Rs.100/- or appropriate value. The Stamp paper to be in the name of tenderer)\*\**

I.....(Name and designation)\*\* appointed as the attorney/authorized signatory of the tenderer(including its constituents), M/s .....(hereinafter called the tenderer which expression unless repugnant to context or meaning thereof includes its successors or permitted assigns) for the purpose of Work. procurement, Design, Installation, Testing and commissioning and post execution services support for Electronic Interlocking System work as per the tender Notice No.....date.....of South Western Railway, do hereby solemnly affirm and state on oath on behalf of the tenderer including its constituents as under:

1. I/We M/s.....Tenderer(s) am/are signing this document after carefully reading the contents.
2. I/We M/s .....Tenderer(s) also accept all the conditions of the tender and have digitally signed all the pages in confirmation thereof.
3. I/We M/s.....do hereby agree and undertake that I/We shall procure the Electronic Interlocking System (Hardware and Software) from RDSO approved sources and installation, testing and commissioning of Electronic Interlocking shall also be got done from the same source including after sales support required during the warranty period.
4. I/We M/s.....do hereby agree and undertake that after the receipt of Letter of acceptance and before signing contract agreement and supply of Electronic Interlocking System including Hardware and Software is taken up, to submit the Memorandum of Understanding with RDSO approved source for Electronic Interlocking System covering supply of Equipment, Design, Installation and commissioning by the same RDSO approved source including after sales support required during the warranty period.
5. I/We M/s..... do hereby agree and understand that in the event of breach of any of the above conditions undertaken by us, will lead to the termination of contract along with forfeiture of EMD/SD and Performance Guarantee without prejudice to right of Railway to take any other action as provided in the contract and in accordance with Law.
6. I/We M/s ..... do hereby agree and undertake that I/We abide the above conditions and any decision of Railway in this regard is final and binding on us.

DEPONENT  
SEAL AND SIGNATURE

**VERIFICATION**

I/We above named tenderer do hereby solemnly affirm and verify that the contents of above affidavit from Para 1 to 6 are true and correct. Nothing has been concealed and no part of it is false.

Identified by me

DEPONENT  
SEAL AND SIGNATURE

Place:

Date:

SWORN TO BEFORE ME  
(NOTARY)

*\*\* The contents in the italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.*

**MEMORANDUM OF UNDERSTANDING (MOU) FOR PROCUREMENT OF FROM RDSO  
APPROVED SOURCE^**

*(To be executed in the presence of Notary Public on non-judicial stamp paper of Rs.100/- or appropriate value. The Stamp paper to be in the name of tenderer)\*\**

MOU between M/s.....(Name of Tenderer) and M/s.....(Name of RDSO Approved Source) for the work .....(Name of the work)  
vide Tender Notice No. ...., Dated:.....

This MOU made and entered into this .....th day of .....(Name of Month)/. .... (Year).

**BETWEEN**

M/s. .... (Name of Tenderer), hereinafter referred to as M/s. .... (Tenderer) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its Parent/Holding Companies, Subsidiaries, Associate Companies, their successors, Successors-in-interest, administrators and permitted assigns of the ONE PART.

**AND**

M/s. ....(Name of RDSO Approved Source) a company registered in India under the Companies Act, 1956 and having its Registered Office at ..... India hereinafter referred to as M/s. .... (RDSO Approved Source) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors, Successors-in-interest and assigns of the OTHER PART

Collectively hereinafter referred to as the PARTIES

**WITNESSETH**

Whereas South Western Railway (hereinafter referred to as PURCHASER) is desirous of doing the work of ..... (hereafter referred to as PROJECT) for which the PURCHASER has issued a Tender Notice No. ...., Dated:..... opened on .....th day of ...../.....

AND Whereas M/s . ....(Tenderer) received Letter of Acceptance in the said PROJECT.

AND Whereas M/s. ....(Tenderer), have approached M/s. ....(RDSO Approved Source) to be its Sub-Contractor for the scope of work as mentioned in the Annexure attached along with this MOU and is part of the MOU mentioned for the PROJECT.

AND whereas in the event of M/s.....(Tenderer), being successfully awarded the PROJECT by the PURCHASER, then M/s.....(Tenderer), shall place the order on M/s. ....(RDSO Approved Source) for the PROJECT, as its nominated specialist Subcontractor clearly defining the scope of work along with such mutually agreed terms and conditions as mentioned in M/s. ....(RDSO Approved Source) offer and based on the mutually agreed prices submitted by M/s. ....(RDSO Approved Source) to M/s. ....(Tenderer)



NOW THEREFORE IN CONSIDERATION OF THE ABOVE PREMISES THE PARTIES DO AGREE TO ABIDE BY AS FOLLOWS:

**PURPOSE & SCOPE:**

In the event of of M/s.....(*Tenderer*) being successfully awarded the PROJECT by the PURCHASER, the role of M/s ..... , (*Tenderer*)vis-à-vis the PURCHASER shall be that of the Prime Contractor M/s..... (*RDSO Approved Source*) role shall be that of a Nominated Specialist Sub-contractor to M/s ..... (*Tenderer*) for the items to be supplied and services to be provided elaborated as per Annexure

The scope of Supply and Services by M/s. ....(*RDSO Approved Source*) and the terms of conditions governing the same shall be generally in line with those mentioned in M/s. ....(*RDSO Approved Source*) offer and quotation. However, the detailed list of the scope of supply services and the terms & conditions may be suitably settled at a later date on mutual agreement of the PARTIES, however, prior to the order by PURCHASER ON M/s.

.....(*Tenderer*)

M/s. ....(*Tenderer*) shall guarantee the performance of the PROJECT as a whole and M /s..... (*RDSO Approved Source*) shall be responsible solely for equipment warranty and performance guarantee of the equipment supplied by M /s. ....(*RDSO Approved Source*). However all such responsibility of M /s. .... (*RDSO Approved Source*) shall not be to any party other than M/s . .... (*Tenderer*) On completion of the work, M/s. .... (*RDSO Approved Source*) shall certify that the quality is as per M/s. .... (*RDSO Approved Source*) Standard.

M/s. .... (*RDSO Approved Source*) shall Design, Supply, Supervision of Installation, Testing & Commissioning, Technical support for commissioning of EI, Certification of FAT and SAT, certification of pre-commissioning check list and warranty for Electronic Interlocking at ..... Stations of ..... division of South Western Railway.

M/s. ....(*RDSO Approved Source*) shall also ensure the supply of spares for EI system for a minimum period of 8 years on payment and shall give clear notice of at least one year to the Railway before we stop the manufacturing of the EI system.

M/s. .... (*Tenderer*) shall be responsible for the project management, operation and annual maintenance of the project. M/s. .... (*RDSO Approved Source*) shall be only responsible for the scope as detailed in Annexure.

**AUTHENTICITY:**

This MOU is signed in duplicate both being authentic and comes into effect from the date of signing this MOU and may not be modified or amended except written amendment duly executed by the Parties. This requirement of written from can only be waived in writing.

For and on behalf of  
M/s . .....  
Name :  
Title :

Witnessed by:  
Name :  
Title :

Name :  
Title:

For and on behalf of  
M/s.....  
Name :  
Title :

Witnessed by:  
Name :  
Title :

Name :  
Title:

*^(Additional Terms and Conditions/ details as appropriate are to be included in suitably by the tenderer and RDSO Approved Source)*

*\*\* The contents in the italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.*

**METHOD STATEMENT****(The tenderer shall fill the relevant information or attach a separate Annexure)**

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 + 3 Years.

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 Trenching & 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 Proclaimers) 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

**4. Equipment Proposed to be hired/ deployed : (As per site requirement)**

1. Main Transportation upto site store : Trucks
2. Local transportation to site : Trucks, Mini Trucks, Man power and authorized track lorries.
3. No. of Proclaimers 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 Incharge 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)**

Any other Information/Planning Proposed (ATTACH SHEETS)

**ANNEXURE XXV**

**CERTIFICATE OF COMPETENCY**

Certified that Sri ..... Signaling / 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 ADSTE/DSTE with stamp)