

## SECTION-VII FORMS

### Documents to be submitted with the tender

Following documents are required to be submitted/uploaded along with the tender by the tenderer for consideration.

#### 1. The list of documents to be submitted/uploaded by the tenderer(s) for this tender:-

1.1 Following documents are common for all types of firms i.e. Sole proprietorship, Partnership, Limited Company or JV.

- (a) Tender Form (First Sheet) as per '**Annexure-I**'
- (b) Firm details as per '**Annexure-II**'
- (c) Affidavit as per proforma given in '**Annexure-III**'
- (d) List of works of similar nature physically completed in all respects in current and last three financial year as per proforma given in '**Annexure-IV**'
- (e) Attested copy of Completion Certificate of works mentioned in para (d) above from the Organizations with whom they worked as per proforma given in '**Annexure-V**' as applicable.
- (f) List of works on hand as per proforma given in '**Annexure-VI**'
- (g) List of plants & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work in '**Annexure-VII**'.
- (h) List of Personnel, Organization available on hand and proposed to be engaged for the subject work in '**Annexure -VIII**'.
- (i) Total contract amount during the last three financial years and in the current financial year with supporting documents required as per Para 22(i).
- (j) Self attested copy of Permanent Account Number (PAN) issued by Income Tax Department.
- (k) The tenderer(s) are required to submit the test report of the stone ballast conforming to railways specifications as given in the condition no.7.2.2 of section-VI along with their offer, issued from the approved laboratory as listed in condition no 7.1.1(a) of section-VI in the tender documents. (This item will be applicable only for the tenders of supply of ballast).
- (l) Any other document in support of his/their credentials/scheme.
- (m) Contractual Receipt of the year on the Letter Head of Chartered /Cost accountant. '**Annexure-IX**'

1.2 In addition to Para 1.1 above certain more documents are to be submitted by tenderers as per status of their firms. These documents are listed below –

#### 1.2.1 For Sole Proprietorship firm

- a) Affidavit as per '**Annexure –X**'.
- b) Special power of Attorney as per proforma given in '**Annexure-XI**' to be submitted by sole proprietor firm duly notarized.(Not required if tender documents are submitted by proprietor himself)

#### 1.2.2 For Partnership firm

- a) Self/Notary attested copies of Partnership deed.
- b) Special Power of Attorney as per proforma given in '**Annexure-XII**' to be submitted by Partnership firm. (Not required if one or more partners are authorized in Partnership deed to sign on behalf of the firm.)

#### 1.2.3 For Limited Company

- a) Copy of Memorandum & Articles of Association of Company.
- b) Self /Notary attested copy of resolution passed by Board of Directors authorizing its Director/Employee to deal with tender on behalf of company.

- c) Attested copy of Notarized Special Power of Attorney including ratification clause duly signed by person authorized by the company vide (b) above as per proforma given in **'Annexure-XIII'**.
- 1.2.4 For JV firm – Documents listed in 1.2.1 or 1.2.2 or 1.2.3 are to be submitted as per the status of firm participating in JV firm. In addition following documents are mandatorily to be submitted.
- a) Memorandum of Understanding of JV as per proforma given in **'Annexure-XIV'** and performa of details of Annual Turnover of each JV partners given in Annexure -XIVA
  - b) Letter of consent as per proforma given in **'Annexure-XV'** to be submitted by a partnership firm participating as a Member of JV firm (wherever applicable).
  - c) Notary Certified copy of resolution passed by Board of Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors of Mangers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company to be submitted as per **'Annexure-XVI'**.
  - d) Special Power of Attorney as per proforma given in **'Annexure-XVII'** to be submitted by Limited Companies or Sole Proprietor participating as member of JV firm (wherever applicable).
2. Model form of bank guarantee bond for PG- **'Annexure-XVIII'**
3. **CONTRACT AGREEMENT OF WORKS-** **'Annexure-XIX'**
4. Request letter from Executive Branch to Accounts Office Opening of LC- **'Annexure-XX'**
5. DOCUMENT OF AUTHORIZATION (for LC) – **'Annexure-XXI'**
6. **Bid Security** (Bank Guarantee Bond from) – **'Annexure-XXII'**
7. **Check List:**  
The tenderer(s) would fill up the check list, as per **'Annexure-XXIII'** to ensure that they are submitting the complete tender offer.

**Section-I****ANNEXURE-I (GCC Annexure-I)****NORTHEAST FRONTIER RAILWAY  
TENDER FORMS (First Sheet)**

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

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

To

The President of India

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

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

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

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

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

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

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

6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

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

Date \_\_\_\_\_

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

**“ANNEXURE-II”**  
**(Para 1.1(b) of Section VII)**

**FIRM DETAILS**

1.	Full name of the firm	
2.	Registered Head Office Address	
3.	Branch Office in India ( If any)	
4.	Constitution of firm (whether Sole proprietorship firm/Partnership firm/ Limited Company/JV)	
5.	Bank account details of the firm i.e. Account No., Name of bank, Address of Bank and bank specific code number (MICR & IFSC) to facilitate electronic payment	
6.	Detail of PAN of the firm	

Date:

Signature of Tenderer/s  
with Seal

**“ANNEXURE-III”**

(Reference – Annexure-V, Para 6.1 of Part 1 of GCC/22)

**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 certificate 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 certificate 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 certificate is to be given by each Partners of Partnership firm/LLP etc.**

**“ANNEXURE -IV”**  
**[Para1.1(d) of Section VII ]**

**Details of works of similar nature physically completed in all respect as per contract agreement in last three and current financial year as on date.....**

SN	Name of work	Name of organization for whom work physically completed	Type of organization for whom work executed	Contract Agreement No. & Date	Original value of contract agreement	Final value of contract as completed	Payment received till opening of present tender (On account/final bill)	Time taken for completion of work		Principal feature of the work in brief
								Date of award of contract	Date of actual completion	
1	2	3	4	5	6	7	8	9	10	11
1.										
2.										

**Note:-**

- (i) Above detail should be given only for works which have been physically completed in all respects. Part completed work shall not be considered.
- (ii) Certificate from Private individual for whom such works are executed shall not be Considered for eligibility of tenderers.
- (iii) The tenderers should attach self attested copy of certificate issued by the organizations for whom the work was carried out in the proforma as per Annexure-IV.
- (iv) Not more than five certificates should be attached.
- (v) In column 4 type of organization is to be mentioned viz. Central/ State Governments/Public Sector Undertaking/Public Funded Institutions/Municipal Bodies/Railways Siding owners/Concessionaire.

**“ANNEXURE-V”**  
**(Para 1.1(e) of Section VII)**

### COMPLETION CERTIFICATE

Name of Organization  
Postal address, Phone No., Email ID, Fax No

Letter No.

Date :-.....

1.	Name of work	
2.	Contract Agreement (C/A) No. and date	
3. (i)	Name of Firm with address	
(ii)	In case of JV..... Name and % share of individual firms.	
4.	Original value of contract agreement.	
5.	Final value of contract as completed. (if final bill paid)	
6.	Date of award of contract	
7.	Has the work physically been completed in all respect as per contract agreement?	(Yes / No )
8.	If yes, then actual date of physical completion.	
9.	Total payment made in above contract till the date of opening of present tender.	
10.	In case of composite work: (See note (v) below) Payment made for -----(relevant distinct component of work) out of total payment made under Sr. No. 9 above.	

I hereby certify that above mentioned work has been physically completed in all respect as per contract agreement. Performance of the contractor while executing the work had been satisfactory.

(Signature)  
Name and Designation of officer  
Mobile No. of officer  
Seal of officer

**Note:-**

- (i) Submission of false certificates by tenderer shall lead to, forfeiture of EMD and other action including penal action (Annexure-II).
- (ii) Copy of certificate duly self attested shall be submitted along with tender document
- (iii) Payment made as indicated in above certificate (At Sr. No. 9/ Sr. No. 10) will be considered as value of completed work for the purpose of eligibility under Para 22 (ii) of Instructions to tenderers and conditions of tender.
- (iv) Above format is for guidance only. Any certificate containing information asked for shall be considered.
- (v) Only those works will be treated as composite works which consist of more than one distinct component of work such as Civil Engg. Works, S&T work, Electrical work, OHE work etc. and that there is separate schedule for each such distinct components in the tender documents.



**“ANNEXURE-VI”**  
**(Para 1.1(f) of Section VII)**

**LIST OF AWARDED WORKS UNDER EXECUTION**

Sr. No	Name of work	Organization for whom work is being done	Date of award of contract	Contract Agreement No & Date	Contract Value	Value of balance work yet to be done	Schedule of completion	
							Date of Commencement	Expected date of completion
1	2	3	4	5	6	7	8	9
1								
2								
3								
4								
5								

Date:-----

Signature of Tenderer/s with seal

**“ANNEXURE-VII”**  
**(Para 1.1(g) of Section VII)**

**LIST OF PLANTS & MACHINERY AVAILABLE ON HAND AND PROPOSED TO BE  
INDUCTED (OWN AND HIRED TO BE GIVEN SEPARATELY) FOR SUBJECT WORK.**

Sr. No.	Particulars of Plants/Machinery	No. of Unit	Kind and make	Capacity	Age & Conditions	Owned by firm	Proposed to be purchased	
							Date of placing order	Likely date of receipt
1	2	3	4	5	6	7	8	9
1								
2								
3								
4								
5								
6								
7								
8								

**Note:**

- (a) Indicate clearly, whether (i) Owned by firm, or (ii) To be purchased by firm giving date of placing order and likely date of receipt.
- (b) Optimum Plants and Machineries required to be deployed during execution of work.
  - (i) Earthwork in formation of New Line / Doubling/ Gauge Conversion Project : Poclain, JCB, Vibratory Roller, Grader, Dumpers, Tractors, Water tank etc.
  - (ii) Concreting work for bridge work: Concrete pump, Transit mixer as per requirement, Batching plant of suitable capacity, JCB, Needle vibrator 60/40mm etc.

Signature of Tenderer/s

Dated:-----

**“ANNEXURE-VIII”**  
**(Para 1.1(h) of Section VII)**

**LIST OF PERSONNEL ORGANIZATION AVAILABLE ON HAND AND  
 PROPOSED TO BE ENGAGED FOR THE SUBJECT WORK.**

Sr. No.	Name Designation &	Qualification	Professional experience	Remarks
1.	2	3	4	5
1				
2				
3				
4				
5				
6				
7				
8				
9				

Signature of Tenderer/s  
 Dated:-----

**“ANNEXURE- IX”**  
**(Para 1.1 (m) of Section VII)**

**(ON THE LETTER HEAD OF CHARTERED ACCOUNTANT/COST ACCOUNTANT)**

To  
 Principal Chief Engineer/DRM/----  
 Northeast Frontier Railway, Maligaon/-----,  
 Guwahati-781011/-----.

Sub:- Contractual receipts of M/s (Name of firm).....

.....

It is to certify that contractual receipts of M/s (Name of firm).....during current financial year and preceding three financial years as extracted from audited balance sheets are as under :-

<b>Sr. No.</b>	<b>Financial year</b>	<b>Contractual Receipts</b>
1.	Current year ( Say A)	
2.	A-1	
3.	A-2	
4.	A-3	

Yours sincerely,

Date : ...

( Name & Sign.of  
authorized Signatory)

Seal of firm

Registration No:-

E-Mail:-

Phone :

FAX:-

*(Authority: Railway Board's L/No. 2017/CE-I/CT/7/GST dt:16.04.2018)*

**“ANNEXURE-X”**  
**(Para 1.2.1(a) of Section VII)**

**AFFIDAVIT**

**(For sole proprietorship firm)**

I, .....(Indicate Name) S/o ..... Proprietor of  
M/s..... (Indicate Name – Proprietary firm) situated at ..... do hereby  
solemnly affirm & declare as under:-

1. That I am the “**Sole Proprietor**” of the firm working in the name & style of  
M/s..... (Indicate Name – Proprietary firm) at .....

Deponent

Signature and Seal

**VERIFICATION**

I, the above named deponent do hereby solemnly affirm & verify that the contents of my above  
affidavit are true & correct. Nothing has been concealed and no part of it is false.

Deponent

Signature and Seal

Place :-

Date :-

**Note:-** The stamp duty shall be governed by the provision of the Law relating to stamp in  
force in that State at the time when such AFFIDAVIT is being executed. Affidavit shall be  
affirmed before the Notary Public.

**“ANNEXURE-XI”**  
**(Para 1.2.1(b) of Section VII)**

**SPECIAL POWER OF ATTORNEY**  
**(For Sole Proprietor Firm only)**

**BE IT KNOWN** to me that I Sole Proprietor of the firm ..... having its registered office at ..... do hereby, for and on behalf of the said firm appoint Shri..... (name & designation) Special Attorney of the said firm and authorize the said Shri..... (name) whose specimen signature are appended below, to do all or any of the following acts deeds and/or things on behalf of the said firm and to represent the firm in respect for the tender No..... (Name of work)..... invited by Northeast Frontier Railway.

1. To appear before office of Northeast Frontier Railway related to the process of tendering for the above said tender.
2. To procure/download the tender documents for the above said tender.
3. To sign the above said tender documents and submit the offer to Northeast Frontier Railway.
4. To attend meetings and submit clarifications including negotiations, if any, called by Northeast Frontier Railway.

I have read the content of this Special Power of Attorney & accept the same and I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

I further state that if my offer for the above said tender is accepted then, for day to day execution of work and contract agreement a separate Power of Attorney will be submitted.

**(Signature of Sri.....)**

**(Name & signature  
of sole proprietor)**

**Dated .....**

**Place .....**

**(Seal of Firm)**

**Note:-** The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. Power of Attorney shall be duly attested by Notary Public.

**“ANNEXURE-XII”**  
**(Para 1.2.2(b) of Section VII)**

**SPECIAL POWER OF ATTORNEY**  
**(For Partnership Firms only)**

BE IT KNOWN To all that we (1) .....(2).....  
 (3).....(4).....(5)..... all the partners of the  
 firm..... having its registered office at ..... do hereby, for  
 and on behalf of the said firm appoint Shri..... (name & designation) Special Attorney  
 of the said firm and authorize the said Shri..... (name), whose specimen signature are  
 appended below, to do all or any of the following acts deeds and/or things on behalf of the said firm and to  
 represent the firm in respect for the tender No..... (Name of  
 work)..... invited by Northeast Frontier Railway.

1. To appear before office of Northeast Frontier Railway related to the process of tendering for the above said tender.
2. To procure/download the tender documents for the above said tender.
3. To sign the above said tender documents and submit the offer to Northeast Frontier Railway.
4. To attend meetings and submit clarifications including negotiations, if any, called by Northeast Frontier Railway.

We/ I have read the content of this Special Power of Attorney & accept the same and We/I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

We further state that if our offer for the above said tender is accepted then, for day to day execution of work and contract agreement a separate Power of Attorney will be submitted.

<p>(Signature of Sri.....)</p> <p>DATE .....</p> <p>Place .....</p> <p>Seal of Firm</p>	<p><b>Executants Partner</b> <b>(Name &amp; signature)</b></p> <p>1.....</p> <p>2.....</p> <p>3.....</p> <p>4.....</p> <p>5.....</p> <p>Seal of Firm</p>
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**Note:-** The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. Power of Attorney shall be duly attested by Notary Public.

**“ANNEXURE-XIII”**  
**(Para 1.2.3(c) of Section VII)**

**SPECIAL POWER OF ATTORNEY**  
**(For Limited companies only)**

**BE IT KNOWN** To all that (Name of firm) .....  
 ..... having its registered office at  
 ..... do hereby, for and on behalf of the firm appoint  
 Shri..... (name & designation) Special Attorney of the said firm and authorize the  
 said Shri..... (name) whose specimen signatures are appended below, to do all or  
 any of the following acts deeds and/or things on behalf of the said firm and to represent the firm in  
 respect for the tender No..... (Name of  
 work)..... invited by Northeast Frontier Railway.

1. To appear before office of Northeast Frontier Railway related to the process of tendering for the above said tender.
2. To procure/download the tender documents for the above said tender.
3. To sign the above said tender documents and submit the offer to Northeast Frontier Railway.
4. To attend meetings and submit clarifications including negotiations, if any, called by Northeast Frontier Railway.

We have read the content of this Special Power of Attorney & accept the same and We hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

We further state that if our offer for the above said tender is accepted then, for day to day execution of work and contract agreement a separate Power of Attorney will be submitted.

**(Signature of Shri.....)**

**Authorized signatory  
of the firm**

**Dated.....**

**Place .....**

**Seal of Firm**

**Note:-** The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. Power of Attorney shall be duly attested by Notary Public.



**“ANNEXURE-XIV”****( Para 1.2.4(a) of Section VII)****MEMORANDUM OF UNDERSTANDING FOR JV**

**(The memorandum of understanding shall be submitted in following format on the non judicial stamp of Rs.100/- duly notarized)**

**NOW THIS** Memorandum of Understanding is executed at ..... (Name of Place) on this date ..... (DD/MM/YY) between M/s .....(Name of first constituent and address) as the first party represented by Shri .....and M/s..... (Name of 2<sup>nd</sup> constituent and address )represented by Shri..... as the second party and so on 3<sup>rd</sup>, 4<sup>th</sup> & 5<sup>th</sup> subsequent parties. ( the expression and words of first and second and other shall mean and include their heirs successors, assigns, nominees, execution, administrators and legal representatives respectively) .

**WHEREAS** all the parties are engaged mainly in the business of execution of Civil Engineering and general contracts for various Government Departments and organizations.

**AND WHEREAS** the parties herein above mentioned are desirous of entering into a joint venture for carrying out civil engineering and/or contract works in connection with Tender No. .... (Name of work)..... “as mutually decided between members of Joint Venture Agreement.

1. That we M/s..... (JV firm) on behalf of all members of this joint venture agreement agreed that M/s ..... will be “Lead Partner” of this Joint Venture.
2. That under this MOU, the work will be done jointly by M/s ..... the first party and M/s ..... the second and so on .....in the name and style of .....(Name ) ( joint venture firm).
3. That we JV firm M/s ..... on behalf of all the members of JV firm shall be legally liable, severally and jointly responsible/ liable for the satisfactory/ successful execution/ completion of the works including maintenance period in all respects and in accordance with terms and conditions of the contract.
4. That we M/s JV firm..... on behalf of all the members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways) for execution of the project in accordance with General and Special Conditions of the Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.
5. M/s .....(Name of Lead Firm ) of JV firm shall be the lead member of the JV firm who shall have a majority .....% share of interest in the JV firm. The other (One/Two) members shall have following share: - M/s ..... (Name of Second Firm) have ..... % and M/s ..... (Name of Third Firm if any ) have .....% share of interest in the JV Firm.
6. That this JV shall be valid during the entire currency of the contract including the period of extension, if any ,and the maintenance period after the work is completed.

7. That we all the Joint Venture members authorize M/s .....one of the members on behalf of the JV firm to deal with the tender, 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 the said tender/contract. All notices/ correspondence with respect to the contract would be sent to this authorized member..... (address) of the JV firm.
8. That no member of the JV shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (Railways) in respect of the said tender/contract.
9. That we all the members of the JV certify that we have not been black listed or debarred by Railways or any other Ministry/Department /PSU (Public Sector Undertaking) of the Govt. of India/ State Govt. from participation in tenders/contract in the past either in our individual capacity or as a member of the JV firm or partnership firm in which they were members/partners.
10. That this Joint Venture MOU shall in all respect be governed by and interpreted in accordance with Indian Laws.

Now the parties have joined hands to form this MOU on this date ..... (DD/MM/YY) with reference to and in confirmation of their discussions and understanding brought on record on date ..... (DD /MM /YY).

In witness thereof all/both the above named parties have set their respective hands on this mou on the day, month and year first above mentioned, in the presence of the following witnesses:-

1. First party (authorized signatory)
  2. Second party (authorized signatory)
  3. Third party (if any) (authorized signatory)
- With Seal of parties**

Witnesses with name & address:-

1.....2.....

Date.....

Place.....

**NOTE :- Should MOU be in more than one separate page, each page shall be signed by the authorized signatory.**

**Annexure –XIVA**

(Reference -Para 10.2 &amp; 17.15.2 of Tender Form (Second Sheet) of Annexure I of GCC/22)

**Each Bidder or each member of a JV must fill in this form separately:****NAME OF BIDDER/JV PARTNER:**

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

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

**SEAL AND SIGNATURE OF THE BIDDER**

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

**(Signature of Chartered Accountant)****Name of CA:** \_\_\_\_\_**Registration No:** \_\_\_\_\_**(Seal)**

**“ANNEXURE-XV”**  
**(Para 1.2.4(b) of Section VII)**

**“LETTER OF CONSENT”**  
**( To be submitted by Partnership Firm participating as member of JV )**

We the following partners of M/s..... (indicate name of firm)  
 (1).....2.....  
 3.....4.....  
 5.....6.....having its office at  
 .....hereby give our consent on behalf of M/s..... (Indicate name  
 of firm) in favour of Mr..... (Indicate name of Partner), whose specimen  
 signature are appended below, for entering into Joint Venture Agreement with  
 M/s..... (indicate name of other firm's )..... having office at  
 ..... in connection with T. No.....Name of work ..... to  
 sign & execute the MOU, JV agreement and all other required documents pertaining to above said  
 tender.

We have read the contents of this letter of consent & accept the same and we hereby agree to  
 and ratify all acts, deeds & things of them or any documents executed by the said partner in the scope  
 of this letter of consent.

This letter of consent is made at ..... on .....

(Signature of Sh.....)

Name & Signature of Partner/s

DATE.....

1. ....

2. ....

3. ....

Place.....

4. ....

5. ....

**Seal of the Firm**

**Note:-** The stamp duty shall be governed by the provision of the Law relating to stamp in  
 force in that State at the time. It shall be duly attested by Notary Public.

**“ANNEXURE-XVI”**  
**(Para 1.2.4(c) of Section-VII)**

**SPECIMEN BOARD’S RESOLUTION OF A LIMITED COMPANY FOR ENTERING INTO  
JV WITH OTHER ENTITIES**

Extract from the minutes of meeting of Board of Directors of the company held on .....  
(Date) at the office of the company situated at .....  
(Address of the company).

\*\*\*\*\*

RESOLVED THAT ..... (Name of the company) have decided to  
participate for the said tender for the work of  
..... (Name of the work) in joint  
venture with M/s..... (Name of the other Firm/Firms or  
company/companies with addresses) in name and style of the JV  
firm..... (Name of the Joint Venture firm).

FURTHER RESOLVED THAT Shri ... (Name and designation of authorized  
person of the company) is hereby authorized to execute & sign all necessary documents for  
submission of tender documents, JV Agreement etc. for the above mentioned work on behalf of  
the company.

Signed by Managing Director/  
Director/ Company Secretary  
of the Company

Note:-

1. Stipulations in the above specimen Board’s Resolution are for guidance only. Companies can incorporate other stipulation /stipulations relevant with the tender and formation of JV, if required.
2. The above Annexure should be attested by Notary Public.

**“ANNEXURE-XVII**  
**(Para 1.2.4(d) of Section VII)**

**SPECIAL POWER OF ATTORNEY**

**(To be submitted by Limited Companies or Sole Proprietor participating as member of JV)**

**BE IT KNOWN** To all that I ..... (Indicate name of Director/Sole Prop.)..... at the Company/Proprietary firm (Indicate Name of Co. / Sole Proprietary firm) ..... having its office at ..... do hereby for and on behalf of the said Company/Proprietary firm appoint Sh.....S/o Shri .....age..... (Indicate Name of Nominee) of the Company/Prop. firm as our Attorney, whose specimen signature are appended below to execute the MOU/ JV Agreement & all other required documents with M/s ..... (Indicate Name of other Co./Prop. firm)..... situated at ..... in connection with the following tender invited by Northeast Frontier Railway :-

“T. No.....Name of work.....  
 .....”

We/ I have read the content of this Special Power of Attorney & accept the same, and We/ I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

In witness where of I..... (Indicate name of Director/ Sole Prop.) of M/s..... (Indicate name of Co. / Prop. Firm) the above named Director / Proprietor has executed this Power of Attorney.

For M/s.....

(Sign. of Shri.....)

(Sign & Seal .....)

Place:.....

Date :-.....

**Note:-** The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. Power of Attorney shall be duly attested by Notary Public.

**“ANNEXURE-XVIII”**  
**(Para 2.0 of Section VII)**

**MODEL FORM OF BANK GUARANTEE BOND FOR PG**

1. In consideration of the President of India (hereinafter called “the Government”) having agreed to exempt – (Name & address)----- (hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement dated ----- made between ----- and ----- for ----- (hereinafter called “the said Agreement”), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs.----- (Rupees-----only) we, --- ----- (hereinafter referred to as “the Bank” at the request of ----- (contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. ----- --against any loss or damage caused to or suffered 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 the bank) and our local branch at ----- i.e. ----- (name, address and branch code of local branch at -----) do hereby undertake to pay the amounts 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 of conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. 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 shall be restricted to an amount not exceeding Rs. -----

3. We under-take to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier (s) in any suite or proceeding pending before any court or Tribunal relating thereto our 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 payment.

4. We.....(indicate the name of bank) and our local branch at --- i.e. .... (name, address and branch code of local branch at ----) further agreed with 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 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 ----- (office/Department) Ministry of ----- certifies that the terms and conditions of the said Agreement 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 in writing on or before the ----- we shall be discharged from all liability under this guarantee thereafter.

5. We.....(indicate the name of bank) and our local branch at --- i.e. .... (name, address and branch code of local branch at ----) 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) from time to time or to post opens for any time or from time to time any of the powers exercisable by the Government against the said, Contractor(s) and to further 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 commission 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.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/Supplier(s).
7. We ----- (indicate the name of bank) and our local branch at ----  
-i.e. .... (Name, address and branch code of local branch  
at \_\_\_\_\_) lastly undertake not to revoke this guarantee during its currency except with the  
previous consent of the Government in writing.

Dated the----- day of -----2016

For \_\_\_\_\_ (indicate the name of bank) and our local branch at ----  
i.e. .... (Name, address and branch code of local branch at ---  
--)



**ANNEXURE – XIX**

(Reference Para 9(B) of part 1 of GCC/22)

**NORTHEAST FRONTIER 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 Bill(s) of Quantities hereto annexed upon the Standard General Conditions of Contract, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Specifications of \_\_\_\_\_ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the applicable Standard Schedule of Rates (SSOR) of \_\_\_\_\_ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents 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 Bill(s) of Quantities 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 Bill(s) of Quantities hereto annexed.

Contractor \_\_\_\_\_ (Signature)      Railway: Designation \_\_\_\_\_

Address \_\_\_\_\_ (For President of India)

Date \_\_\_\_\_      Date \_\_\_\_\_

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

**Witnesses:**

\_\_\_\_\_  
 \_\_\_\_\_

**"Annexure-XX"**

(As per para-4 of Section-VII)

Request letter from Executive Branch to Accounts Office Opening of LC.

Office of the  
\_\_\_\_\_ Railway

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

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

**The PFA/Sr.DFM/Dy. FA  
HQ/Divisional/Workshop/Const****Sub : Opening of L.C****Ref : Supply Order / Contract Agreement No. \_\_\_\_\_**

It is requested to open a sight LC against the above referred Order / Agreement in favour of  
\_\_\_\_\_. The details of beneficiary are as under:

- (i) Name of Contractor / Supplier
- (ii) Vendor Code
- (iii) Address
- (iv) Tender No.
- (v) Contract Agreement No.
- (vi) Description of Goods / Service
- (vii) Value of Contract
- (viii) Stages of payment
- (ix) Expected payment within 6 months (LC Amount)
- (x) Beneficiary Bank details.
  - a) Bank Name
  - b) Address
  - c) Account No.
  - d) IFSC Code
- (xi) Validity / Period for which LC is to be opened.

It is certified that the supplier / contractor has exercised the option of taking payment due against the tender, through LC arrangement in IREPS portal at the time of bidding itself and the option has been flagged in the IREPS. This has the approval of \_\_\_\_\_.

(Signature \_\_\_\_\_)

Name :

Designation:

Official Seal:

**"Annexure-XXI"**

(As per para-5 of Section-VII)

LCDA No. (18 DIGIT IPAS GENERATED NO.)

## DOCUMENT OF AUTHORIZATION

Ref : (i) Works Contract/Supply Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
 (ii) Inland Letter of Credit No. \_\_\_\_\_ Dated \_\_\_\_\_

This document is issued against contract No. \_\_\_\_\_ (FROM IREPS) \_\_\_\_\_ Dated \_\_\_\_\_  
 for supply work of (DESCRIPTION OF GOODS/WORK FROM IREPS) \_\_\_\_\_

The beneficiary of the aforementioned Letter of Credit M/s. \_\_\_\_\_  
 (NAME AND VENDOR CODE) \_\_\_\_\_ (Vendor code \_\_\_\_\_ as per  
 IRPES \_\_\_\_\_) is entitled to receive payment, aggregating INR \_\_\_\_\_  
 SSS \_\_\_\_\_ (FROM ABSTRACT OF BILL PASSED) OUT OF A TOTAL L.C. amount of INR  
 \_\_\_\_\_ (FROM MASTER TABLE OF L.C OPENED) \_\_\_\_\_ against the First /  
 second\* commercial invoice No. (FROM (IPAS) \_\_\_\_\_ dated \_\_\_\_\_  
 FROM IPAS \_\_\_\_\_ for INR (FROM IPAS) \_\_\_\_\_ raised against the above  
 contract from State Bank of India \_\_\_\_\_ (Branch \_\_\_\_\_ FROM LC MASTER  
 TABLE) \_\_\_\_\_ on the strength of this Certificate

The details payment already made to the beneficiary under this Letter of Credit are as follows.

SN	Invoice No.	Invoice Date	Invoice Amount (INR).	LCDA No.	LCDA Date	Amount Paid (INR)
<b>TOTAL PAID</b>						

This Payment : \_\_\_\_\_ SSS \_\_\_\_\_  
 LC BALANCE AFTER THIS PAYMENT : \_\_\_\_\_

(Signature of authorized Railway Authority)

Name :

Designation:

Official Seal:

**Annexure –XXII**

Para 5(2) of Part 1 of GCC/22

**(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

Bank's Seal

*[ P/Attorney]*No.

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

**“ANNEXURE-XXIII”**

(Para 7.0 of Section VII)

**CHECK LIST FOR BIDDERS****Whether you have filled up, Signed & Stamped the Forms/Annexures and attached ?**

<b>SN</b>	<b>Particulars</b>	<b>Reference</b>	<b>Yes(✓)/No (×)</b>
1	Tender Form (First Sheet)	Annexure-I	
2	Firm Particulars of the details	Annexure-II	
3	Affidavit	Annexure-III	
4	List of similar nature of works physically completed.	Annexure-IV	
5	Attested copy of Completion Certificate of works	Annexure-V	
6	List of works on hand	Annexure-VI	
7	List of plants & Machinery available on hand	Annexure-VII	
8	List of Personnel, Organization available on hand and proposed to be engaged	Annexure-VIII	
9	Details of Contractual Receipt and not the Total Turnover has been furnished	Annexure-IX	
10	Affidavit for sole proprietorship firm	Annexure-X	
11	Special Power of Attorney for sole proprietorship firm(as applicable)	Annexure-XI	
12	Special Power of Attorney for Partnership Firm (as applicable)	Annexure-XII	
13	Attested copy of Notarized Special Power of Attorney	Annexure-XIII	
14	Memorandum of Understanding of JV	Annexure-XIV	
15	Details of Annual Turnover of each JV partners	<b>Annexure – XIVA</b>	
16	Letter of consent of JV	Annexure-XV	
17	Notary Certified copy of resolution passed by Board of Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors/Mangers of the Company to sign JV Agreement.	Annexure-XVI	
18	Special Power of Attorney for Limited Companies or Sole Proprietor participating as member of JV	Annexure-XVII	
19	Model form of Bank Guarantee bond for PG	Annexure-XVIII	
20	Contract Agreement of Works	Annexure-XIX	
21	Request letter from Executive Branch to Accounts Office Opening of LC.(As per para-3 of Section-VII)	Annexure-XX	
22	DOCUMENT OF AUTHORIZATION LCDA No. (18 DIGIT IPAS GENERATED NO.) (As per para-4 of Section-VII)	Annexure-XXI	
23	Information to the tenderers(Bid Security)	Annexure-XXII	
24	Check list for bidders showing that all the above documents are filled up and submitted.	Annexure-XXIII	
25	Self attested copy of Permanent Account Number	Section-VII	

	(PAN) Card issued by Income Tax Department.	Para1.1(j)	
26	<b>For the tenders of supply of ballast</b> Test report of the stone ballast conforming to railways specifications (Physical Properties)	Section-VI Para 7.2.2	
	Test report of the stone ballast conforming to railways specifications (Basic quality)	Section-VI Para 7.1.1(a)	
27	<b>For Partnership firm</b> Self/Notary attested copies of Partnership deed	Section-II Para 14	
28	<b>For Limited Company</b> Copy of Memorandum & Articles of Association of Company.	Para1.2.3 (a) of Section-VII	
	Self /Notary attested copy of resolution passed by Board of Directors authorizing its Director/ Employee to deal with tender on behalf of company	Para 1.2.3 (b) of Section-VII	
29	<b>For JV firm</b> Documents as listed in 1.2.1 or 1.2.2 or 1.2.3, as per status of Firm.	Para 1.2.4 of Section-VII	

**Note: Tenderer's attention is invited to clause 1 of Section VII and other relevant clauses of Section I and II whereby in case of non-submission/non compliance, the tender offer is likely to be rejected.**

Date. \_\_\_\_\_

Signature of Tenderer/(s)