

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 (JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc.)

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

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 am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed),

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

Place:

Dated:

**NORTH EASTERN RAILWAY
ELECTRICAL/GENERAL DEPARTMENT
(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 s 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.

NORTH EASTERN RAILWAY**AGREEMENT FOR ZONE CONTRACT**

CONTRACT AGREEMENT No. _____ DATED _____. ARTICLES OF AGREEMENT made this _____ day of _____ between the President of India acting through the _____, _____ Railway hereinafter called the "Railway" of the one part and _____ hereinafter called the "Contractor" of the other part.

WHEREAS the Contractor has agreed with the Railway during the period of _____ months from _____ to _____ for the performance of:

(a) New Works, additions and alterations to existing structures, special repair works and supply of building materials subject to the contract value for such works not exceeding Rs _____.

(b) All ordinary repair and maintenance works at any site between kilometer _____ and kilometre _____ as will be set forth in the work orders (which work orders shall be deemed and taken to be part of this contract) that will be issued during the said period at _____% above/below the Standard Schedule of Rates (SSOR) of the _____ Railway, corrected up to the latest correction slips and Standard Specifications of the _____ Railway corrected upto latest correction slips and the Special Conditions and Special Specifications, if any in conformity with the drawings (if any) that will be issued with the work order, aforesaid AND WHEREAS the performance of the said work is an act in which the public are interested.

NOW THIS INDENTURE PRESENTS WITNESSETH That in consideration of the payment to be made by the Railway, the Contractor will duly perform the works set forth in the said Work Order 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 on or before the respective dates specified therein in accordance with the said specifications and said drawings (if any) and said conditions of contract 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 had been duly set forth herein), AND the Railway both here-by agree that if the Contractor shall duly perform the said work 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 completion thereof the amount due in respect thereof at the rates specified above.

Contractor _____
Address _____

Designation _____
Railway _____
(For President of India)

Witnesses (to signature of Contractor):

Signature of witnesses with address _____

Date _____

Signature of witnesses with address _____

Date _____

NORTH EASTERN 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:

Request letter from Executive branch to Accountants Office for opening of LCOffice of
.... Railway

No. _____

Dated _____

The PFA/Sr. DFM/Dy. FA
HQ/Division/Workshop/Cost

Sub : Opening of LC

Ref : Supply Order/Contract Agreement No.

It is requested to open a sight LC against the above refereed 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

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_____.

(xi) Validity/Period for which LC is to be opened.

(Signature)

Name :

Designation :

(Official Seal)

LCDA No. (18 DIGIT IPAS GENERATED NO.)

Dated:_____

DOCUMENT OF AUTHORIZATION

Reference: (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/sNAME AND VENDOR CODE) ... (Vendor Code as per IRPES) is entitled to receive payment. aggregating INR\$\$\$(FROM ABSTRACT OF BIIL PASSED) out of a total LC amount of' INR (FROM MASTER TABLE OF LC 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 or payments already made to the beneficiary under this Letter or Credit are as follows : :

S.NO.	INVOICE NO.	INVOICE DATE	INVOICE AMOUNT (INR)	LCDA NO	LCDA DATE	AMOUNT PAID (INR)
Total Paid						

THIS PAYMENT : _____\$\$\$ _____

LC BALANCE AFTER THIS PAYMENT : _____

(Signature of authorized Railway authority)

Name

Designation

TENDERER'S CREDENTIALS (BID CAPACITY)**_____ RAILWAY**

For tenders having advertised value more than Rs 20 crore wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

$$\text{Available Bid Capacity} = [A \times N \times 2] - 0.33 \times N \times B$$

Where,

A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress.

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

B = Existing commitments and balance amount of ongoing works with the tenderer as per prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender .

Note: (a) The Tenderer(s) shall furnish the details of –

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

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

(b) In case if a bidder is JV, the tenderer(s) must furnish the details of

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

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

- (c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.
- (d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".
- (e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected summarily. Page 97 of 116
- (f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

Agreement towards Waiver under Section 12(5) and Section 31A (5) of Arbitration and Conciliation (Amendment) Act

I/we..... (Name of agency/Contractor) with reference to agreement noraise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims :

Brief of claim:

- (i) Claim 1- Detailed at Annexure-
- (ii) Claim 2 –
- (iii) Claim 3 –

I/we..... (post of Engineer) with reference to agreement nohereby raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

I/we.....do/do not agree to waive off applicability of section 12(5) of Arbitration and Conciliation (Amendment) Act.

Signature of Claimant_____Signature of Respondent _____

Agreement under Section 31(5)

I/we..... (Name of claimant) with reference to agreement no..... hereby waive off the applicability of sub section 31-A (2) to 31-A (4) of the Arbitration and Conciliation (Amendment) Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 64(6) of the Standard General Conditions of Contract.

Signature of Claimant_____Signature of Respondent _____

*Strike out whichever not applicable.

**Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railways General
Conditions of Contract**

1. Name:
2. Contact Details:
3. Prior experience (Including Experience with Arbitrations):
4. **I do not have more than ten on-going Arbitration cases with me.**
5. I hereby certify that I have retired from Railways w.e.f. _____ and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.
6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.
Or
I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:
7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.
Or
I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:
8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.
Or
There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:

NORTH EASTERN RAILWAY
[ELECTRICAL/GENERAL DEPARTMENT]
SPECIMEN FORMAT OF BANK GUARANTEE BOND
PROFORMA FOR BANK GUARANTEE
(Executed on non judicial stamp paper)

Name of the Bank _____

Bank Guarantee Bond No. and date _____, Valid up to _____

Amount of Bank Guarantee Bond _____,

PERFORMANCE GUARANTEE BOND

In consideration of the President of India acting through _____ (hereinafter called "The Government") having agreed under the terms and conditions of contract under Acceptance Letter No.- _____ dated _____ made between _____ and agency M/s/Shri _____ (herein after called "the said contractor(s)" for the work

" _____" (here in after called "the said contract") having agreed for submission of a irrevocable Bank Guarantee Bond equivalent to 5% of the contract value as indicated in the aforesaid contract for Rs. _____ (Rupees _____ only) as a performance security Guarantee Bond from the contractor (s) for compliance of his obligations in accordance with the terms & conditions in the aforesaid contract.

1. We, _____ (indicate the name of the Bank) hereinafter referred to as the Bank, under - take to pay to the Government an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the Government.
2. We, _____ (indicate the name of the bank), further agree that and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the **P.F.A./N.E. Railway, Gorakhpur**, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms of conditions contained in the said contract/agreement or by reason of the contractor 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. _____ (Rupees _____ Only).
3. (a) We, _____ (indicate the name of Bank) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor(s) in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.
 (b) 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) shall have no claim against us for making such payment.
4. We, _____ (indicate the name of bank) to 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 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 by --- _____ (contracting authority) on behalf of the Government, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee.
- 5 (a) Not withstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Government or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within validity/extended period of validity of guarantee from the aforesaid date.

(b) Provided always that We----- (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we ---- ----- (indicate the name of the Bank) shall pay the Government the full amount of guarantee on demand and without demur.

- 6 We,------(indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Government against the said contractor (s) and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said provision would relive us from the liability.
7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor(s).
8. We-----, (indicate the name of the Bank) lastly undertake not I revoke this guarantee except with the previous consent of the Government in writing.
9. **This guarantee shall be valid up to ----- (Date of Completion plus 60 days). Unless extended on demand by Government. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... (Rupees.....) unless a demand under this guarantee is made on us in writing on or before..... We shall be discharged from our liabilities under this guarantee thereafter.**

Dated the_____day of_____.
(indicate the day) (indicate the month and year)

Signature and seal of authorised official of Bank
Designation

(Name of bank)
Full Address

NORTH EASTERN RAILWAY

[ELECTRICAL/GENERAL DEPARTMENT]HISTORY

ANNEXURE – ‘A’

SHEET OF THE TENDERER

i]	Name of the Company :	
ii]	Address of Registered Office	
	Phone: Fax: E-mail ID:	
iii]	Constitution of the Company/Firm	
a]	Ownership particulars whether Private Ltd., Public Ltd., or Partnership firm or Proprietorship Firm or any other type duly supported by the documents such as Partnership Deed and Articles of constitution etc. as applicable. :	
b]	Name and address of collaborator[s] :	
c]	Nature of participation by collaborator[s] in share holding of the Company :	
d]	Extent and nature of proposed participation by collaborator[s] in execution of this work :	
iv]	Number of years the firm has been in operation in India under its present :	
v]	Any other information	

Signature of tenderer
Along with Seal

NORTH EASTERN RAILWAY
[ELECTRICAL/GENERAL DEPARTMENT]

ANNEXURE – ‘B’

Compliance of Eligibility criteria by the tenderer regarding execution of similar works must have successfully completed or substantially completed during last 07 (seven) years, ending last day of month previous to the one in which tender is invited. (As per technical eligibility criteria mentioned in para 10.1 (Instructions to Tenderer)) **(Advt. Value above Rs. 50.00 Lacs).**

1. Name and style of the contractor with address [Present tenderer]
2. Name and scope of the work executed
3. Authority who have awarded the contract.
4. Full address of the authority under whom the contract was executed.
5. Whether it is a Govt/Railway/Semi Govt organization.
6. Contractual Agreement No. and date.
7. Value of the contract.
 - [a] Original value of the contract.
 - [b] Value of works executed and payment received Rs.
 - [c] Last sanctioned agreemental value in Rs.
8.
 - [a] Date of award of contract.
 - [b] Date of actual completion of work.
9. Details of copy of documents attached in support of completion of above similar works.
 - [a] Certificate No. and date.
 - [b] Authority issued.
10. Declaration by the tenderer : I hereby declare that the information given above are true and the copy of the certificate enclosed is genuine. If any of the information given above is found to be wrong at any time, my tender will liable to be rejected and such liability will be compensated by me.

Name and signature of Tenderer
along with Seal.

NORTH EASTERN RAILWAY
[ELECTRICAL/GENERAL DEPARTMENT]

ANNEXURE – ‘C’

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

NAME OF BIDDER/JV PARTNER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

NORTH EASTERN RAILWAY
[ELECTRICAL/GENERAL DEPARTMENT]

ANNEXURE – ‘D’

**DETAILS OF TECHNICAL AND OTHER PERSONNELS AVAILABLE ON HAND and PROPOSED
TO BE ENGAGED IN WORK**

Sl	Name	Age	Technical qualification[s]	Position with the tenderer	Commencement of present employment	Total experience	Emoluments
1	2	3	4	5	6	7	8

Signature of tenderer
Along with Seal

NORTH EASTERN RAILWAY
[ELECTRICAL/GENERAL DEPARTMENT]

ANNEXURE – ‘E’

DETAILS OF CONSTRUCTION MACHINERIES, TOOLS and PLANTS, VEHICLES ETC.
AVAILABLE ON HAND AND PROPOSED TO BE UTILIZED IN WORK

Sl. No	Description of equipments	Number available [Owned/hired]	Date of purchase	Date of manufacture	Make	How driven [i.e] Petrol/ Diesel/electrical	Condition of the equipment	Where the equipment can be inspected
1	2	3	4	5	6	7	8	9

Signature of tenderer
Along with Seal

ANNEXURE – ‘ F ’

[illegible]

Signature of Tenderer
Along with Seal

ANNEXURE – ‘G’

[illegible]

Signature of tenderer
Along with seal

NORTH EASTERN RAILWAY
[ELECTRICAL/GENERAL DEPARTMENT]

ANNEXURE – ‘H’

DECLARATION REGARDING ASSOCIATION OF RAILWAY OFFICER[S] WITH TENDERER[S]

Sl	N a m e	Status with the tenderer	If working in Railway on the date of tendering, designation and place of posting	If retired on the date of tendering		
				Date of retirement	Status at retirement	Particulars of permission taken for associating with the tenderer
1	2	3	4	5	6	7

Signature of Tenderer
Along with Seal

NORTH EASTERN RAILWAY
[ELECTRICAL/GENERAL DEPARTMENT]

ANNEXURE – ‘I’

LIST OF COURT CASES DURING PREVIOUS SEVEN YEARS

Sl	Name of work	Value of Work	Name of Client Deptt.	Name of the Court	Date of institution of case	Relief sought from Court	Brief reason of dispute	Final/Present position of the case
1	2	3	4	5	6	7	8	9

Signature of tenderer
Along with Seal

NORTH EASTERN RAILWAY
[ELECTRICAL/GENERAL DEPARTMENT]

ANNEXURE – ‘J’

LIST OF ARBITRATION CASES DURING PREVIOUS SEVEN YEARS.

Sl	Name of Work	Value of work	Name of Client Deptt.	Amount and date of claim preferred	Claim of Deptt. if any	Brief reasons of disputes	Final/Present position of the case

Signature of Tenderer
Along with Seal

Constitution of Firm

1. Full name of contractor/s construction firm and year of establishment.

2. Registered Head Office Address.

3. Branch Office in India.

4 Address on which correspondence regarding this tender should be done.

5. Constitution of firm, give full details including name of partners/executives/power of attorney /holders etc.

Certificate

[In case of Partnership/LLP firm or In case one or more of the members of the JV is/are partnership/LLP firm(s)]

It is to certify that Partnership Deed/LLP Agreement Dated is our latest Partnership Deed/LLP Agreement & No other changes has been made after this Partnership Deed/LLP Agreement.

(Sign by All Partners/Power of attorney holder)

UNDERTAKING BY SOLE PROPRIETORSHIP FIRM

IS/o of Shriaged aboutyears
R/o.....do hereby solemnly affirm and
declare as under:

1. That I am running a business in the name and style of M/S..... which is a sole proprietorship firm and which has got GST registration No.....
2. That I am the sole proprietor of the said firm M/S.....
.....
3. That the Head office of the above named firm is situated at.....
.....
4. That I/ my Firm is not blacklisted or debarred by Railways or any other Ministry/ Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

Signature of tenderer

DECLARATION/UNDERTAKING

I/We(Name and Designation of tenderer/Authorized Person of tender) do hereby declare as under :

1. That I/We are an individual/ Partnership firm/Company/ Society/JV and:
 - a) That I/We are not a retired Engineer of the gazette rank or any other gazette officer working before retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being,
 - b) That I/We being partnership firm / company / joint venture (JV) / registered society / registered trust etc have none of our partners a retired Engineer or retired gazette officer as aforesaid.
 - c) That I/We being an incorporated company have not any such retired Engineer or retired officer as one of directors.
 - d) That I/We do not have in our employment any retired Engineer or retired gazette officer retired from government service (at least 1 year prior to the date of submission of the tender)
 - e) That I/We being an individual contractors, do not have a Member (s) of family or in the case of partnership firm/ company / joint venture (jv)/registered society / registered trust etc. have one or more of partner(s) /shareholder(s) or member(s) of family of the partner(s)/shareholder(s) employed in gazetted capacity in the Engineering or any other department of the railway.

OR

2. (a) That I am a Retired Engineer of the Gazetted rank participated in the tender in individual capacity as (Name of the firm) with following details:

Name	Date of retirement	Post held, Place and Railway unit from which retired	Details of permission taken if such retired Engineer or Gazetted Officer had not retired from Govt. Office at least 1 year prior to the date of submission of tender

- (b) That I/We are a Partnership firm/Company/Society/JV and have following retired Railway Gazetted officer as our Partner(s)/ Director(s)/Employee:

S. No.	Name	Position in tendering entity i.e. Partner/Director Employee	Date of Retirement, Post held, Place and Railway unit from which retired	Details of permission taken if such Retired Engineer or Gazetted Officer had not retired from Govt. Office at least 1 year prior to the date of submission of tender

- (c) That I/We are an Individual/Partnership firm/Company/Registered Society/Trust/JV and have following partner(s) /Share Holder(s) not having share of more than 1% or member(s) of family of the

individual tenders/ partner(s) /Share Holder(s) employed in Gazetted capacity in the Indian Railways:

S. No.	Name of the gazetted railway Officer who is/are partner(s) /Share Holder(s) or member(s) of family of Share Holder(s) of tenderer	Post held and Place of Posting	Railway / Unit	Details of Shareholding or Relationship with individual/ share holder of the tenderer

Note:

(i) Strike Off (1) or (2) as applicable.

(ii) In case (1) is applicable and any of the 2(a), (b) or (c) is not applicable NIL may be filled.

Place:-

(Signatures of Authorized signatory)

Dated:

Name of the tendering firm