

**NORTH CENTRAL Railway****TENDER FORM (FIRST SHEET)**

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

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

To

**The President of India,  
Acting through the  
Sr. DSTE /JHS (as the case may be)  
NCR.**

1. I/We-----  
-----have read the various conditions of tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of ---- days, from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Security deposit/Performance Guarantee". I/We offer to do the work for-----**Railway**, at the rates quoted in the attached schedule(Financial Bid) 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 General Conditions of Contract July 2020, with all correction slips up-to-date and to carry out the work according to the Instruction to Tenderer(s), Special conditions of contract and specifications of materials and works as laid down by Railways in the annexed Special conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.
- 3 The dues on Railways, if any, shall stand forfeited without prejudice to any other rights 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 the 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;
  - (d) I/We do not submit a Performance Guarantee in any of the forms and within stipulated time, as prescribed in clause 5.2 of "INSTRUCTIONS TO TENDERERS".
- 4 **EMD (Earnest Money deposit) -**
- 5 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 the Tenderer(s)

Signature of Witnesses:-

Date:

1. -----
2. -----

Address of the Tenderer(s)  
(Complete postal address)

Contractor

For .....

**ANNEXURE – A**

Name of the Bank: -----  
 President of India,  
 Acting through Sr.DFM/NCR,  
 Jhansi

**Bank Guarantee Bond No.:**

**Date:-----**

**PERFORMANCE GUARANTEE BOND**

In consideration of the President of India acting through----- (Designation & address of Contract Signing Authority),....., Jhansi (hereinafter called “The Government”) having agreed under the terms and conditions of agreement/Contract Acceptance letter No.-- -----dt..... made between..... (Designation & address of contract signing Authority) and ..... (here in after called “the said contractor(s)”) for the work.....

(here in after called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for Rs..... ( Rs.....only)) as a performance security Guarantee Bond from the contractor (s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We.....( indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the Government an amount not exceeding Rs ..... ( Rs ..... 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 **Sr.DFM/NCR, Jhansi**, 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 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 ..... (Designation & Address of contact signing 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 discharges 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 date aforesaid.

- (b) Provided always that we..... (indicate the name of the Bank) unconditionally undertakes to renew this guarantee on 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 bearance 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 reservation 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 to revoke this guarantee except with the previous consent of the Government in writing.
9. This guarantee shall be valid upto ----- 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..... ( Rs.....only) 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      for  
(indicate the name of bank)

Signature of Banks Authorised official  
( Name )-----  
Designation with Code No.-----  
Full Address-----

Witness

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

**FINAL SUPPLEMENTARY AGREEMENT**

1. Articles of agreement made this day \_\_\_\_\_ in the year \_\_\_\_\_ between the President of India, acting through the \_\_\_\_\_ Railway Administration having his office at \_\_\_\_\_ herein after called the Railway of the one part and \_\_\_\_\_ of the second part.

2. Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number \_\_\_\_\_ dated \_\_\_\_\_ for the performance \_\_\_\_\_ herein after called the 'Principal Agreement'.

3. And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on \_\_\_\_\_ date last extended and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.

4. And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ \_\_\_\_\_ including the Final Bill bearing voucher No. \_\_\_\_\_ dated \_\_\_\_\_ of value \_\_\_\_\_ duly adjusted as per price variation clause, if applicable (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement.

And whereas the party hereto of the second part have received sum of ₹ \_\_\_\_\_ through the Final Bill bearing voucher No. \_\_\_\_\_ dated \_\_\_\_\_ duly adjusted as per price variation clause (PVC), if applicable (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part in full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement excluding the security deposit, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement. It is further agreed by and between the parties that the party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed after release of Final Payment)

**Or**

*And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ \_\_\_\_\_ through various On Account Bills (the receipt of which is hereby acknowledged by the party hereto of the second part).*

*And whereas the party hereto of the second part have received sum of ₹ \_\_\_\_\_ through various On Account Bills (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part and party hereto of the second part have accepted final measurements recorded on Page No..... to Page No.... of Measurement Book No.....and corresponding Final Bill duly adjusted as per price variation clause (PVC), if applicable, for full and final settlement of all his/its disputed*

*claims under principal agreement.*

*Now, it is hereby agreed by and between the parties in the consideration of sums already paid through various On Account Bills and sums to be paid through Final Bill duly adjusted as per price variation clause (PVC), if applicable, based on accepted final measurements including the security deposit by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement.*

*(Applicable in case Final Supplementary Agreement is signed before release of Final Payment)*

5. It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and/or shall be deemed to be non-existent for all purposes.

Signature of the Contractor/s

for and on behalf of the President of India

Witnesses

ADDRESS: \_\_\_\_\_

**ANNEXURE – C****PROFORMA****DECLARATION**

I/We hereby solemnly declare that I/We visited the site of the work (as on top sheet) personally and have made myself/ourselves fully conversant of the conditions therein and particular the following:-

1. Topography of area.
2. Soil strata at site of work.
3. Sources and availability of construction materials.
4. Rates for construction of material, water, electricity including all local taxes, royalties, octrois etc.
5. Availability of local labour (both skilled and unskilled) and relevant labour rates and labour laws.
6. The existing roads and approaches to the site of work and requirements for further service roads/approaches to be constructed by me/us
7. The availability and rates of private land etc. that shall be required by me/us for various purposes.
8. Climatic conditions and availability of working days.

I/We have quoted my/our rates for various items in the schedule of items, quantities and rates taking into account all the above factors also.

Note:

Signatures of the Tenderer/s

**Annexure-D****Constitution of Firm**

1	Constitution of the firm/ concern. (Tick as applicable)	Sole Prop./ Partnership Firm/ Company/ JV/Society/LLP
2	Full name of the Sole Prop./ Partnership Firm/ Company/ JV/Society/LLP	
3	Year of formation/ incorporation	
4	(a) PAN No.	
	(b) GST No	
5	Registered Office Address	
6	Address on which correspondence regarding this tender should be done	
7	E- mail id	
8	Names of the proprietor/ partners/ JV members etc	

Signature of Tenderer

**ANNEXURE – E****Details of Plant and Machinery already available with the firm.**

S. No.	Particulars of equipment	No.of Unit.	Kind & make		Date by which the plant would be available for use on this work	Age & condition

Signature of the Tenderer/s



**ANNEXURE –F****List of engineers/personnel already available/ proposed to be employed for deployment on this work:**

	Name & Designation	Qualification	Profession al experience	Organizatio n with whom working	Date by which personnel will be available for this work.

**NOTE:** (i) All the design/wiring documents proposed to be submitted by the contractor for approval of Railways should be certified/pre-approved by a personnel holding a valid IRSTELO licence. Further details can be seen at <https://irstelicensing.org.in>

(ii) All the design/wiring documents proposed to be submitted by the contractor for approval of Railways should also be certified/pre-approved by a retired Railway officer of DSTE/DyCSTE level having **minimum three years** of experience in drawing and design.

Signatures of Tenderer/s

**ANNEXURE-G****Statement of works executed/completed by the contractors during last seven years**

	Name and place of work	Authority /agency for which work was carried out	Date of award & agreement No. &Date

Date of completion (original /actual )	Agreemental cost /completion cost.	Principal /Technical features of the work in brief	S.No. at which relevant certificate/documents are attached.

Signature of the Tenderer/s

**ANNEXURE – H****Statement of works being executed/in hand by the contractor/s**

	Name and place of work	Authority/agency for whom the work is being carried out	Date of award & agreement No. & Date	Date of completion (Original/ actual)

Agreemental cost of work /likely cost(upto latest corrigendum)	Principal/ Technical features of work in brief	S.No. at which relevant certificate/Documents are attached	Payment taken till.	Balance amount of the work to be executed

Signatures of the Tenderer/s

**ANNEXURE 'I'****Detail of contractual payment received in last three financial year and current financial year.**

S.No.	Name of work	Name of employer	For the financial year	Detail of payment received during financial year	Total contract amount received

Signatures of the Tenderer/s

**ANNEXURE-J****Real Time Gross Saving (RTGS)/National Electronic Fund Transfer(NEFT) Model  
Mandate Form**

(Investor/customer's option to receive payments through RTGS/NEFT)

1. Investor/customer's name

Particular's of Bank Account:

- A) Name of the Bank:
- B) Name of the Branch.  
Address  
Telephone No.
- C) RTGS/NEFT IFS Code.
- D) Type of the account (S.B. Current or Cash Credit)  
With code (10/11/13).
- E) Ledger and Ledger folio number.
- F) Account number (as appearing on the Cheque book) in lieu of the bank certificate to be obtained as under,  
please attach a blank cancelled cheque or a photocopy of a cheque or front page of your savings bank pass book issued by your bank for verification of the above particulars)

3. Date of effect

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(.....)  
Signature of the Investor/ Customer

Date

Certified that he particulars furnished above are correct as per our records.

Bank's Stamp

**Annexure-K****GUIDELINES' FOR PARTICIPATION OF JOINT VENTURE (JV) FIRMS**

**(THE JV firms are allowed to participate only in the tenders of value more than Rs.10 Crores).**

1. Separate identity/name shall be given to the Joint Venture firm.
2. Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
3. A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm **in the same tender.**
4. The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.
5. Earnest Money Deposit (EMD) shall be deposited by JV or authorized person of JV through e-payment gateway or as mentioned in tender document. **(EMD Not Applicable)**
6. A copy of Memorandum of Understanding (MOU) duly executed by the JV members on a stamp paper shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU. **(The MOU Format for this purpose is enclosed as Annexure K1).**
7. Once the tender is submitted, the MOU shall not be modified/altered/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, suitable action as per the relevant standard GCC shall be applicable.
8. Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
9. Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
10. On award of contract to a JV firm, a single Performance Guarantee shall be submitted by the JV Firm as per tender conditions. All the Guarantees like performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.
11. On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement

submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case of Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

**11.1 Joint And Several Liability:** 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 conditions, ITT 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.

**11.2 Duration of the Joint Venture Agreement:** It 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.

**11.3 Governing Laws:** The Joint Venture agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

**12. Authorized Member:** Joint Venture Members shall authorize one of the members on behalf of the Joint Venture 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/correspondences with respect to the contract would be sent only to this authorized member of the JV Firm.

**13.** No member of the Joint Venture firm 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.

**14. Documents to be enclosed by the JV firm along with the tender:**

**14.1** In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted:

- (a) The Partnership Firm should be registered with Registrar of Firms on or before date of opening. Tenderer shall upload document(s) in support of registration of firm with registrar of firms viz. Certificate of registration and copy of Register of firm (Form No. may vary from State to State) (As Applicable) etc. issued by registrar of firms. Tenderer shall also upload notarized copy of Partnership Deed.
- (b) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper
- (c) A notarized or registered copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.

**14.2** In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

A copy of notarized affidavit on Stamp Paper declaring that he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

**14.3** In case one or more members is/are limited companies, the following documents shall be submitted :

- (a) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement.
- (b) Copy of Memorandum and Articles of Association of the Company duly registered as per prevailing law.
- (c) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company
- (d) A copy of Certificate of Incorporation

**14.4** In case one or more member(s) of JV firm is/are LLP firm(s) following document shall be submitted:

- (a) A notarised copy of certificate of incorporation and LLP agreement.
- (b) A notarised copy of resolution of the partners of LLP, permitting the LLP to enter into a JV agreement.
- (c) A copy of authorisation/copy of power of attorney issued by the LLP (backed by resolution of partners) in favour of individual to sign the tender, sign MOU/JV agreement on behalf of the LLP and create liability against the LLP
- (d) An undertaking that the LLP 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 JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

**14.5** All the members of the JV shall certify that they are not 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 on the date of opening of bids either in their individual capacity or as a member of the JV firm in which they were/are members.

## **15. Credentials & Qualifying criteria**

Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:

### **15.1 Technical eligibility criteria ('a' or 'b' mentioned hereunder):**

(a) For Works without composite components

The technical eligibility for the work as per para 2.3.2A(v) above, shall be satisfied by either the 'JV in its own name & style' or 'any member having minimum 26% share'. Each other member of JV shall have technical capacity of minimum 10% of the cost of work i.e. each JV member must have satisfactorily completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

(b) For works with composite components

(i) The technical eligibility for each component of work as per para 2.3.2A(v) above, shall be satisfied by either the 'JV in its own name & style' or 'any member having minimum 26% share'. Each **other** member of JV shall have technical capacity of minimum 10% of the cost of any component of work i.e. each JV member must have satisfactorily completed during the last 07 (seven) years, ending last day of month previous to the one in



which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

**OR**

(ii) The technical eligibility for major component of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of JV having min 26% share' and technical eligibility for other components of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'. Each **other** member of JV shall have technical capacity of minimum 10% of the cost of any component of work. i.e., each JV member must have satisfactorily completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work.

**Note:**

- (a) The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.
- (b) Value of a completed work done by 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

**15.2 Financial eligibility criteria:**

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 2.3.2(A)(vi) above. The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 2.3.2(A)(vi) above.

The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement

**NOTE:** Contractual payment received by a Member in an earlier JV firm shall be reckoned only to the extent of the concerned member's share in that JV firm for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in tender under consideration.

**16. Bid Capacity**

The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at para 2.3.2(A)(xv) above. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement.

**ANNEXURE-'K-1'****FORMAT FOR JOINT VENTURE MEMORANDUM OF UNDERSTANDING/ AGREEMENT.**

THIS JOINT VENTURE MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT EXECUTED AT ..... on this.....day of ..... 20 between M/s ..... Registered office at .....as the first party M/s ..... Registered office at..... as the second party M/s ..... Registered office at..... as the Third party (The expression and words of the first and second and third party 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.

WHEREAS the parties herein above mentioned are desirous of entering into a Joint Venture for carrying on Engineering and/or contract works in connection with ..... and other works mentioned in Tender Notice No..... dated ..... of ..... or any other work or works, as mutually decided between the parties to this Joint Venture.

WHEREAS all the parties are desirous of recording the terms and conditions of this Joint Venture to avoid future disputes.

NOW THIS MOU/AGREEMENT WITNESSTH AS UNDER:

1. That in and under this Joint Venture agreement the work will be done jointly by the First party and Second party in the name and style of M/s .....  
.....(Joint Venture of M/s ..... M/s.....  
..... and M/s ..... )
2. That all the parties shall be legally liable, severally and or jointly responsible for the satisfactory/successful execution/completion of the work in all respects and in accordance with terms and conditions of the contract.
3. That the role of each constituent of the said Joint Venture in details shall be as under:  
The first party shall be responsible for .....  
The second party shall be responsible for .....  
The third party shall be responsible for .....
4. The share of profit and loss of each constituent of the said Joint Venture shall be as under :
  1. Lead partner share =----- % (At least 51%)
  2. 2nd Joint Venture Partner share = ----- %

3. 3rd Joint Venture partner share = ----- %

4. 4<sup>th</sup> Joint Venture partner share = ----- % ] in case of

5. 5<sup>th</sup> Joint Venture partner share = ----- % ] composite tender

5. That all the parties of this Joint Venture shall depute their experienced staff as committed commensurating with their role and responsibility and as required for the successful completion of the works in close consultation with each other.

6. That the investment required for the works under this Joint Venture shall be brought in by the parties as agreed to between them from time to time.

7. That all the Bank Guarantee shall be furnished jointly by the parties in the name of Joint Venture.

8. That the party number ..... to this Joint Venture shall be the prime (lead) contractor and will be responsible for timely completion of work and to co-ordinate with the Railways to receive payments and also to make all correspondence on behalf of this Consortium/ Joint Venture.

9. That all the above noted parties i.e ..... not to make any change in the agreement without prior written consent of the Railway.

NOW, the parties have joined hands to form this Joint Venture on this .....  
Day of ..... two thousand .....with reference to and in  
confirmation of their discussions and understanding brought on record on  
.....

IN WITNESS THEREOF, all /both the above named parties have set their respective hands on .....the day ..... and year ..... First above mentioned in the presence of the following witness:

WITNESSES:

1. First party.

2. Second party

**Annexure K-2****Guidelines for submitting tenders by Partnership Firms and their Eligibility Criteria**

If the tender is uploaded on behalf of a "Partnership firm/concern",

(i) The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

(ii) The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act.

(iii) Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

(iv) Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid.

If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected. If any new partner joins the firm after opening of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of General Conditions of Contract.

(v) A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

(vi) The tender form shall be submitted only in the name of partnership firm.

(vii) One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.

(viii) On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among

the partners shall be acceptable.

(ix) On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

(x) In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

(a) Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.

(b) Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/altered/terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the General Conditions of Contract.

(c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.

(xi) The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm.

The following documents shall be submitted by the partnership firm, with the tender:

(i) A notarized copy of partnership deed.

(ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm. **(Standard Performa as per Annexure O-2)**

(iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

**Evaluation of eligibility of a partnership firm:**

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Clause 2.3.2A(v) and (vi) of eligibility criteria by the partnership firm.

**Annexure-I**

(Standard Format)

**COMPLETION CERTIFICATE**

Work of “----- (Full name of the work) -----” has been  
Completed with following details:-

1	Name & complete address of the contractor.	
2	Nature of entity (sole prop/ partnership firm/ company / JV etc.)	
3 (a)	In case of Sole proprietorship, the name of sole proprietor	
(b)	In case of partnership firm/JV, the names & shares of various partners/ members.	
4	Date of Acceptance/LOA	
5	Agreement No. & date	
6 i) ii)	Original Agreement Cost Final Agreement Cost	
7	Total payment made along with financial year-wise break-up	
8	Original date of completion (DOC)	
9	(a) Actual date of completion  (b) Whether extension to DOC given with penalty or without penalty	
10	Brief description of nature & scope of work	
11	Performance of contractor (Satisfactory/unsatisfactory)	

It is certified that the above work has been completed successfully in accordance with provisions of contract.

(-----)

Name & Signature  
Issuing authority with seal

Date of issue of certificate:-----

Case File No.:-----

**Annexure-N****Break up of Maximum value of Contractual payment received in any one year during the last three years and current financial year under Government /Semi government/PSU**

S. No.	Financial year	Cumulative contractual payment received	Breakup of individual values included in cumulative payment (col.3)	Supporting documents (16A, 26As, Employer certificate)	Placed at S. No.
1	2	3	4a	4b	4c
			1.		
			2.		
			3.		
			4.		
			Cumulative value		

**Annexure-O-1**

**AFFIDAVIT BY SOLE PROPRIETORSHIP FIRM**

**(to be executed non judicial stamp paper of appropriate value as per law of state concerned-Non Judicial stamp paper should be purchased in the name of proprietor of the firm)**

I.....S/o                      Shri                      .....aged                      about.....years  
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.....

DEPONENT

Verification:

Verified at.....on this .....day of.....that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

DEPONENT

(seal and signature of Notary Public)

Notes: 1. The document should be notarized at its place of execution (Place of signing the document).

2. Each page of the document should be signed by executants.



**Annexure-O-2****POWER-OF-ATTORNEY FOR SIGNING OF BID ON BEHALF OF PARTNERSHIP FIRM**

(to be executed non judicial stamp paper of appropriate value as per law of state concerned-Non Judicial stamp paper should be purchased in the name of partners of the firm)

KNOW ALL MEN BY THESE PRESENTS: WHEREAS WE

- (1)..... S/oShri..... R/o.....  
 (2)..... S/oShri..... R/o.....  
 (3)..... S/o Shri..... R/o.....  
 (4)..... S/o Shri..... R/o.....

all are the partners of a partnership firm namely M/S.....  
 (Name of firm) hereinafter referred to as 'firm', which is registered at Registration No.....by Registrar of Firms..... The firm is having its head office at..... (hereinafter to be referred as the 'Firm').

AND WHEREAS we all the above named partners have on.....(date) given our consent on behalf of firm to participate in the tender No.....issued by ..... for the work namely “.....”

We the above named partners of above named firm do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. \_\_\_\_\_ S/o Shri \_\_\_\_\_(address) \_\_\_\_\_ & Mr./ Ms. \_\_\_\_\_ S/o Shri \_\_\_\_\_(address) \_\_\_\_\_ as our true and lawful attorney (hereinafter referred to as “Attorney”) of the firm to jointly or severally exercise all or any of the following powers for and on behalf of M/S ..... (name of firm) in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of the ..... on behalf of the firm.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. on behalf of firm.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the firm in connection with completion of aforesaid tender work and to enter into liability against the firm.
4. To sign, execute the contract with ..... for and on behalf of the firm.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

We on behalf of firm undertake that it shall not cancel or amend this power of Attorney without obtaining previous written consent of .....

We on behalf of firm hereby agree that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the

firm and we hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

Specimen signatures of the Attorney are appended below.

Annexure

IN WITNESS WHEREOF this deed has been signed and sealed by us the under named, on this..... day of .....20.... , in presence of:

WITNESSES:

<p>1. Signature Name: Address:</p>	<p>Executants Partners (Name ) ( Signature)</p> <p>1..... 2. .... 3. .... 4. ....</p>
<p>2. Signature Name: Address:</p>	

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1) Name..... Signature.....

(2) Name..... Signature.....

Executed and Signed before me on this.....day of ..... At  
.....(place).

(seal and signature of Notary Public)

Notes:

1. In this format space has been provided for entering details of four partners & two attorney holders however if the number vary details may accordingly be entered.
2. The document should be notarized at its place of execution (Place of signing the document).
3. Each page of the document should be signed by executants.
4. The power of attorney should be duly registered as per prevailing law.

**Annexure-O-3****POWER-OF-ATTORNEY ON BEHALF OF THE JOINT VENTURE**

**(to be executed non judicial stamp paper of appropriate value as per law of state concerned-Non Judicial stamp paper should be purchased in the name of the members of Joint Venture)**

KNOW ALL MEN BY THESE PRESENTS THAT WE THE PARTIES whose details are given here under:

1. ....(name of constituent) .....(address) as the first party.
2. ....(name of constituent) .....(address) as the second party.

Have entered into a Joint Venture agreement for the purpose of securing the work advertised by ..... vide NIT No.....details of works are as under:

“ ..... ”

The aforesaid Joint Venture shall be known by the name “ ..... ” (Hereinafter called the Joint Venture which Expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns.

We the above said parties, through this power of Attorney do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. \_\_\_\_\_ S/o Shri \_\_\_\_\_(address) who is presently holding the position of ..... in .....the firm/ company as our true and lawful attorney (hereinafter referred to as “Attorney”) of the Joint Venture to jointly or severally exercise all or any of the following powers for and on behalf of “ ..... (name of JV) in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of the ..... on behalf of the Joint Venture.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. on behalf of Joint Venture
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the Joint Venture in connection with completion of aforesaid tender work and to enter into liability against the Joint Venture.
4. To sign, execute the contract with ..... for and on behalf of the Joint Venture.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above on behalf of Joint Venture.

The Joint Venture agrees and undertakes that in the event of any change in the constitution of the Joint Venture the rights and obligations of the Joint Venture shall continue to be in full force without any effect thereof.

Annexure

We all the members of Joint Venture undertake that we shall not cancel or amend this Power of Attorney unilaterally and without prior written consent of .....

AND the Joint Venture hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the Joint Venture and the Company hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF the members constituting the Joint Venture as aforesaid have executed these present, on this..... day of..... 20.... , under the common seal(s)/seals of their companies and/or firms(s), in presence of:

WITNESSES:

1. Signature  
Name:  
Address:

Signature of authorized signatories & their  
Seals:

1. First Party (signature)  
Name:  
Seal

2. Signature  
Name:  
Address:

2. Second Party (signature)  
Name:  
Seal

Specimen Signatures of Attorney Holder in token of acceptance:

Name.....Signature.....

Executed and Signed before me on this.....day of ..... At  
.....(place).

(seal and signature of Notary Public)

**Notes:** 1. In this format space has been provided for entering details of two constituents of the JV however if the number vary the details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

3. Each page of the document should be signed by executants.

**Annexure-O-4****CONSENT OF PARTNERS OF PARTNERSHIP FIRM FOR SIGNING JOINT VENTURE**

**(to be executed on non-judicial stamp paper as per tender conditions-Non Judicial stamp paper should be purchased in the name of partners of the firm)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS WE :

(1).....	S/o Shri.....	R/o.....
(2).....	S/oShri.....	R/o.....
(3).....	S/o Shri.....	R/o.....
(4).....	S/o Shri.....	R/o.....

all are the partners of a partnership firm namely M/S..... (Name of firm) hereinafter referred to as 'firm', which is registered at Registration No.....by Registrar of Firms..... The firm is having its head office at.....

AND WHEREAS it has come to our knowledge that NIT No. .... has been issued by ..... for the work namely“\_

”  
We all the above named partners on behalf of the above named firm hereby give our consent to participate in the above tender in Joint Venture.

Further we all the above named partners on behalf of the above named firm hereby give our consent to enter in to Joint Venture agreement, with M/S..... & M/S.....(name of other constituent(s) of joint venture) and to participate in tender as Joint Venture aforesaid.

Date:

Place:

Executants Partners

(Name )

( Signature)

1.....	.....
2. ....	.....
3. ....	.....
4. ....	.....

(seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of four partners and two JV constituents however if the number vary details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

3. Each page of the document should be signed by executants.

**Annexure-O-5****POWER-OF-ATTORNEY FOR SIGNING JOINT VENTURE AGREEMENT ON BEHALF OF PARTNERSHIP FIRM**

(to be executed non judicial stamp paper of appropriate value as per law of state concerned-Non Judicial stamp paper should be purchased in the name of partners of the firm)

KNOW ALL MEN BY THESE PRESENTS: WHEREAS WE

(1)..... S/o Shri..... R/o.....  
 (2)..... S/oShri..... R/o.....  
 (3)..... S/o Shri..... R/o.....  
 (4)..... S/o Shri..... R/o.....

All are the partners of a partnership firm namely M/s. ....Name of firm) hereinafter referred to as 'firm', which is registered at Registration No.....by Registrar of Firms .....The firm is having its head office at..... (hereinafter to be referred as the 'Firm').

AND WHEREAS we all the above named partners have on.....(date) given our consent on behalf of firm to participate in the tender No. .... issued by ..... for the work namely

"....."in Joint Venture with M/S.....& M/S.....

We the above named partners of above named firm do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. .... S/o Shri.....(address).....& Mr./ Ms. .... S/o Shri.....(address)..... as our true and lawful attorney (hereinafter referred to as "Attorney") of the firm to jointly or severally exercise all or any of the following powers for and on behalf of M/S ..... (name of firm) in connection with aforesaid bid:

1. To enter into and execute and sign JOINT VENTURE agreement, on behalf of our firm with M/S.....& M/S.....
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. in connection with aforesaid bid.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the firm in connection with completion of aforesaid tender work and to enter into liability against the firm.
4. To sign, execute the contract with ..... for and on behalf of the firm.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above and to enter into liability against the firm.

We on behalf of firm undertake that it shall not cancel or amend this power of Attorney without obtaining previous written consent of .....

We on behalf of firm hereby agree that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds

Annexure

and things done by the firm and we hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

Specimen signatures of the Attorney are appended below.

IN WITNESS WHEREOF this deed has been signed and sealed by us the under named, on this..... day of .....20.... , in presence of:

WITNESSES:

- |              |                     |              |
|--------------|---------------------|--------------|
| 1. Signature | Executants Partners |              |
| Name:        | (Name )             | ( Signature) |
| Address:     |                     |              |
|              | 1.....              |              |
|              | 2. ....             |              |
|              | 3. ....             |              |
|              | 4. ....             |              |

1. Signature  
Name:  
Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1) Name.....Signature.....

(2) Name.....Signature.....

Executed and Signed before me on this.....day of.....At  
.....(place).

(seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of four partners, two constituents of JV and two attorney holders, however if the number vary the details may accordingly be entered.

2. The document should be notarized at its place of execution.

3. Each page of the document should be signed by executants.

**Annexure-O-6****AFFIDAVIT BY SOLE PROPRIETORSHIP FIRM WHEN PARTICIPATING IN JOINT VENTURE**

(to be executed non judicial stamp paper of appropriate value as per law of state concerned- Non Judicial stamp paper should be purchased in the name of proprietor of the firm)

I.....S/o ..... Shri.....aged ..... about .....years 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 through my above named firm shall participate in the tender No. .... issued by .... for the work namely " ..... " in Joint Venture and for the purpose shall enter into and execute joint venture agreement with M/S ..... & M/S ..... (name of other constituent(s) of joint venture).

DEPONENT

Verification:

Verified at.....on this .....day of .....that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

DEPONENT

(seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two constituents of the JV however if the number vary details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

3. Each page of the document should be signed by executants.



**Annexure-O-7****Board's Resolution of Company for entering into Joint Venture (To be printed on Company's letter head)**

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF (Company Name) \_\_\_\_\_  
 (CIN \_\_\_\_\_) (hereinafter referred to as company) HELD ON  
 (Date) \_\_\_\_\_ AT (Address) \_\_\_\_\_  
 Whereas the Board has been described about NIT  
 No \_\_\_\_\_ issued by ..... for the work namely  
 " \_\_\_\_\_".

Board discussed the matter and after discussion following resolution was passed:

RESOLVED THAT the company (company name) shall participate in the above tender in Joint Venture and for the purpose the company shall enter into and execute joint venture agreement, with M/S \_\_\_\_\_ & M/S \_\_\_\_\_  
 (name of other constituent(s) of joint venture).

Resolved further that the Board authorizes, Mr./ Ms. \_\_\_\_\_ & Mr./ Ms. \_\_\_\_\_ (name and designation) of the company, to jointly or severally, sign joint venture agreement, and to sign such other documents and to do any other act and complete requisite formalities on behalf of the company in connection with completion of aforesaid tender work and to enter into liability against the company.

Resolved further that Board authorizes Mr./Ms. \_\_\_\_\_ (name and designation) of the company to execute Power of Attorney in terms of this resolution in favour of Mr./Ms. \_\_\_\_\_ & Mr./Ms. \_\_\_\_\_ the person(s) above named.

The acts done and documents executed by such above named authorized person(s) shall be binding on the company.

For the Organization,

(Seal of company & Signature of authorized person)

Name \_\_\_\_\_

Designation: \_\_\_\_\_

Place:

Dated:

Executed and Signed before me on this.....day of .....At  
 .....(place).

(seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two constituents of the JV and two authorized persons however if the number vary details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

3. Each page of the document should be signed by authorized signatory(s).

**POWER-OF-ATTORNEY BY A COMPANY (incorporated under companies Act) for entering into JOINT VENTURE AGREEMENT.**

**(to be executed non judicial stamp paper of appropriate value as per law of state concerned-Non Judicial stamp paper should be purchased in the name of the company)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S ..... (name of company & CIN number) is a Company registered under the Companies Act, 2013, and having its registered office at..... (Hereinafter called the 'Company').

AND WHEREAS by its resolution No..... passed in the meeting held on..... of the Board of directors of the company the company (company name) has decided to participate in the tender No ..... issued by ..... for the work ..... namely “.....”

in Joint Venture and for the purpose the company shall enter into and execute joint venture agreement with M/S..... & M/S..... (name of other constituent(s) of joint venture) AND THAT M/S..... (name of the lead member of joint venture) shall act as the lead member of above mentioned joint venture.

I..... (name and designation) the authorised representative of M/S..... (name of company) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. .... (designation) ..... (address) & Mr./ Ms. .... (designation) ..... (address) who is/are presently holding the above mentioned position in the company as our true and lawful attorney (hereinafter referred to as “Attorney”) of the company to jointly or severally exercise all or any of the following powers for and on behalf of M/S ..... (Name of company & CIN number) in connection with aforesaid bid:

1. To enter into and execute and sign JOINT VENTURE agreement, draft of which has been approved by the company, on behalf of the company with above named constituents for participating in the aforesaid bid of the on behalf of the company.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To do any other act and complete requisite formalities on behalf of the company in connection with completion of aforesaid tender work and to enter into liability against the company.
4. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

The company agrees and undertakes that in the event of any change in the constitution of the company the rights and obligations of the company shall continue to be in full force without any effect thereof.

The company undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of .....

AND the Company hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the Company and the Company hereby undertakes to confirm and ratify all

Annexure

and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by Shri.....(name and designation), on this ..... day of ..... 20... , in presence of:

WITNESSES:

1. Signature

Name:

Address:

Executants' Signature& Seal of company:

Name:

Designation:

2. Signature

Name:

Address:

Specimen Signatures of Attorney Holder in token of acceptance:

(1)Name .....Signature.....

(2)Name .....Signature.....

Executed and Signed before me on this.....day of ..... At .....(place).

(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two constituents of the JV and two authorized persons/attorney holders however if the number vary the details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

3. Each page of the document should be signed by executants.

**POWER-OF-ATTORNEY FOR SIGNING OF BID (when Tenderer is company incorporated under companies Act)**

**(to be executed non judicial stamp paper of appropriate value as per law of state concerned-Non Judicial stamp paper should be purchased in the name of the company)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/s .....  
..... (name of company & CIN number) is a  
Company registered under the Companies Act, 2013, and having its registered office  
at ..... (hereinafter called the 'Company').

AND WHEREAS by its resolution No..... passed in the meeting held  
on..... of the Board of directors of the company the company (company name)  
have decided to participate in the tender No .....  
issued by ..... for the work namely  
“ .....”

I.....(name and designation) the authorised  
representative of M/S..... (name  
of company) duly authorized in this behalf by aforesaid resolution do hereby irrevocably  
constitute, nominate, appoint and authorize Mr./ Ms.  
.....(designation).....(address) & Mr./ Ms.  
Mr./ Ms. ....(designation).....(address)..... who  
is/are presently holding the above mentioned position in the company as our true and lawful  
attorney (hereinafter referred to as “Attorney”) of the company to jointly or severally exercise  
all or any of the following powers for and on behalf of M/S .....  
..... (name of company & CIN number) in  
connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of the ..... on behalf of the company.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the company in connection with completion of aforesaid tender work and to enter into liability against the company.
4. To sign, execute the contract with ..... for and on behalf of the company.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

The company agrees and undertakes that in the event of any change in the constitution of the company the rights and obligations of the company shall continue to be in full force without any effect thereof.

The company undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of .....

AND the Company hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the Company and the Company hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by  
Shri.....(name and designation), on this..... day  
of..... 20...., in presence of:

WITNESSES:

1. Signature

Name:

Address:

Executants' Signature& Seal of company:

Name:

Designation:

2. Signature

Name:

Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1) Name ..... Signature.....

(2) Name..... Signature.....

Executed and Signed before me on this.....day of ..... At  
.....(place).

(seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two authorized persons/attorney holders however if the number vary details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

3. Each page of the document should be signed by executants.

**Board's Resolution of Company incorporated under companies Act for submitting  
Tender by company (To be printed on company's letter head)**

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF  
DIRECTORS OF (Company Name)  
\_\_\_\_\_ (CIN \_\_\_\_\_) (hereinafter  
referred to as company) HELD ON (Date) \_\_\_\_\_ AT (Address)  
\_\_\_\_\_

Whereas the Board has been described about NIT  
No. \_\_\_\_\_ issued by ..... for the work namely  
"\_\_\_\_\_". Board discussed the  
matter and after discussion following resolution was passed:

RESOLVED THAT the company (company name) shall participate in the above tender .  
Resolved further that the Board authorizes, Mr./ Ms. \_\_\_\_\_ & Mr./  
Ms. \_\_\_\_\_ (name and designation) of the company, to jointly or  
severally sign and submit all the necessary papers, letters, forms, quotes, bids etc, negotiate,  
discuss, agree to make any amendments, alterations or modifications thereto and to make  
representations, submit papers, affidavits and to do any other act and complete requisite  
formalities on behalf of the company in connection with completion of aforesaid tender work  
and to enter into liability against the company.

Resolved further that Board authorizes  
Mr./Ms. \_\_\_\_\_ (name and designation) of the company to  
execute Power of Attorney in terms of this resolution in favour of  
Mr./Ms. \_\_\_\_\_ & Mr./Ms. \_\_\_\_\_ the  
person(s) above named.

The acts done and documents executed by such above named authorized person(s) shall be  
binding on the company.

For the Organization,  
(Seal of company & Signature of authorized person)

Name \_\_\_\_\_

Designation: \_\_\_\_\_

Place: \_\_\_\_\_

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

Executed and Signed before me on this.....day of ..... At  
.....(place).

(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two authorized persons  
however if the number vary details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the  
document)..

3. Each page of the document should be signed by authorized signatory(s).

**POWER-OF-ATTORNEY FOR SIGNING OF BID (when Tenderer is LLP Firm incorporated under LLP Act)**

**(to be executed non judicial stamp paper of appropriate value as per law of state concerned-Non Judicial stamp paper should be purchased in the name of the LLP Firm)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S ..... (name of LLP & LLPIN number) is a LLP Firm registered under the LLP Act, 2008, and having its registered office at ..... (hereinafter called the 'LLP').

AND WHEREAS by its resolution No. .... passed in the meeting held on ..... of the Partners of the LLP the LLP ..... (LLP name) have decided to participate in the tender No. .... issued by ..... for the work namely “ .....

I. .... name and designation) the authorised representative of M/S ..... (name of LLP) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. .... (designation) ..... (address) & Mr./Ms. .... (designation) ..... (address) who is/are presently holding the above mentioned position in the LLP as our true and lawful attorney (hereinafter referred to as “Attorney”) of the LLP to jointly or severally exercise all or any of the following powers for and on behalf of M/S ..... (name of LLP & LLPIN number) in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of the ..... on behalf of the LLP.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.
4. To sign, execute the contract with ..... for and on behalf of the LLP.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

The LLP agrees and undertakes that in the event of any change in the constitution of the LLP, the rights and obligations of the LLP shall continue to be in full force without any effect thereof. The LLP undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of .....

AND the LLP hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the LLP and the LLP hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by Shri. .... (name and designation), on this ..... day of ..... 20...., in presence of:

WITNESSES:

1. Signature  
Name:

Address:

Signatures of authorized representative &  
Seal of LLP:

Name of authorized  
representative(Executant):  
Designation:

2. Signature  
Name:

Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1)Name ..... Signature.....

(2)Name).....Signature.....

Executed and Signed before me on this.....day of ..... At  
.....(place).

(seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two authorized persons/attorney holders however if the number vary details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

3. Each page of the document should be signed by executants.



**Annexure : O-12****Partner's Resolution of LLP Firm incorporated under LLP Act for submitting Tender by LLP firm (To be printed on Firm's letter head)**

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS OF \_\_\_\_\_

(LLP Name) having LLPIN \_\_\_\_\_ of 20 ..... (hereinafter referred to as LLP) HELD ON \_\_\_\_\_ (Date) AT \_\_\_\_\_ (Address)

Whereas the Board has been described about NIT No. \_\_\_\_\_ issued by ..... for the work namely “ \_\_\_\_\_

\_\_\_\_\_”. Partners discussed the matter and after discussion following resolution was passed:

RESOLVED THAT the LLP (LLP name) shall participate in the above tender .

Resolved further that the LLP/Partners authorize(s), Mr./ Ms. \_\_\_\_\_ & Mr./ Ms. \_\_\_\_\_ (name and designation) of the LLP, to jointly or severally sign and submit all the necessary papers, letters, forms, quotes, bids etc., negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.

Resolved further that LLP/Partners authorize(s) \_\_\_\_\_ (name and designation) of the LLP to execute Power of Attorney in terms of this resolution in favour of Mr./Ms. \_\_\_\_\_ & Mr./Ms. \_\_\_\_\_ the person(s) above named.

The acts done and documents executed by such above named authorized person(s) shall be binding on the LLP.

For the Organization,

(Seal of LLP& Signature of authorized person)

Name of authorized person: \_\_\_\_\_

Designation: \_\_\_\_\_

Place:

Dated:

Executed and Signed before me on this.....day of ..... At .....(place).

(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two authorized persons however if the number vary details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

3. Each page of the document should be signed by authorized signatory(s).

**Partner's Resolution of LLP Firm for entering into Joint Venture (To be printed on LLP Firm's letter head)**

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS OF \_\_\_\_\_ (LLP Name) having LLPIN \_\_\_\_\_ of 20..... (hereinafter referred to as LLP) HELD ON (Date) \_\_\_\_\_ AT \_\_\_\_\_ (Address)

Whereas the Partners have been described about NIT No. \_\_\_\_\_ issued by ..... for the work namely “ \_\_\_\_\_

\_\_\_\_\_”. Partners discussed the matter and after discussion following resolution was passed: RESOLVED THAT the LLP..... (LLP name) shall participate in the above tender in Joint Venture and for the purpose the LLP shall enter into and execute joint venture agreement, with M/s \_\_\_\_\_ & M/s \_\_\_\_\_ (name of other constituent(s) of joint venture).

Resolved further that the LLP/Partners authorize(s), Mr./ Ms. \_\_\_\_\_ & Mr./ Ms. \_\_\_\_\_ (name and designation) of the LLP, to jointly or severally, sign joint venture agreement, and to sign such other documents and to do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.

Resolved further that LLP/Partners authorize(s) Mr./Ms. \_\_\_\_\_ (name and designation) of the LLP to execute Power of Attorney in terms of this resolution in favour of Mr./Ms. \_\_\_\_\_ & Mr./Ms. \_\_\_\_\_ the person(s) above named.

The acts done and documents executed by such above named authorized person(s) shall be binding on the LLP.

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person: \_\_\_\_\_

Designation: \_\_\_\_\_

Place:

Dated:

Executed and Signed before me on this.....day of ..... At .....(place).

(seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two constituents of the JV and two authorized persons however if the number vary details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

3. Each page of the document should be signed by authorized signatory(s).

**POWER of ATTORNEY BY A LLP Firm (incorporated under LLP Act) for entering into  
JOINT VENTURE AGREEMENT.**

**(to be executed non judicial stamp paper of appropriate value as per law of state  
concerned-Non Judicial stamp paper should be purchased in the name of the LLP)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S .....  
..... (name of LLP & LLPIN number) is a LLP  
registered under the LLP Act, 2008, and having its registered office at.....  
(Hereinafter called the 'LLP').

AND WHEREAS by its resolution No..... passed in the meeting held  
on..... of the Partners of the LLP, the LLP..... (LLP name)  
has decided to participate in the tender No ..... issued  
by ..... for the work namely “.....”

in Joint Venture and for the purpose the LLP shall enter into and execute joint venture  
agreement with M/S..... &  
M/S..... (name of other constituent(s) of joint venture) AND  
THAT M/S..... (name of the lead member of joint venture) shall  
act as the lead member of above mentioned joint venture.

I..... (name and designation) the authorised  
representative of M/S..... (name  
of LLP) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute,  
nominate, appoint and authorize Mr./ Ms.  
..... (designation)..... (address) & Mr./ Ms.  
Mr./ Ms. .... (designation)..... (address) who  
is/are presently holding the above mentioned position in the LLP as our true and lawful  
attorney (hereinafter referred to as “Attorney”) of the LLP to jointly or severally exercise all or  
any of the following powers for and on behalf of M/S .....  
..... (Name of LLP & LLPIN number) in connection  
with aforesaid bid:

1. To enter into and execute and sign JOINT VENTURE agreement, draft of which has  
been approved by the LLP, on behalf of the LLP with above named constituents for  
participating in the aforesaid bid of the on behalf of the LLP.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To do any other act and complete requisite formalities on behalf of the LLP in  
connection with completion of aforesaid tender work and to enter into liability against  
the LLP.
4. And generally to do all such acts, deeds or things as may be necessary or proper for  
the purposes mentioned above.

The LLP agrees and undertakes that in the event of any change in the constitution of the LLP,  
the rights and obligations of the LLP shall continue to be in full force without any effect thereof.  
The LLP undertakes that it shall not cancel or amend this power of Attorney without obtaining  
previous written consent of .....

AND the LLP hereby agrees that all acts, deeds or things lawfully done by the said Attorneys  
or either of them under the authority of this power shall be construed as acts, deeds and things  
done by the LLP and the LLP hereby undertakes to confirm and ratify all and whatsoever the  
said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers  
hereby given.

Annexure

IN WITNESS WHEREOF this deed has been signed and sealed by Shri.....(name and designation), on this .....day of ..... 20... , in presence of:

WITNESSES:

- |              |   |
|--------------|---|
| 1. Signature | Signatures of authorized representative & |
| Name:        | Seal of LLP:                              |
| Address:     | Name of authorized representative:        |
|              | Designation:                              |
|              |   |
| 2. Signature |   |
| Name:        |   |
| Address:     |   |

Specimen Signatures of Attorney Holder in token of acceptance:

- (1)Name .....Signature.....  
(2)Name .....Signature.....

Executed and Signed before me on this.....day of ..... At  
.....(place).  
(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two constituents of the JV and two authorized persons/attorney holders however if the number vary the details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document).

3. Each page of the document should be signed by executants.

**Annexure-P**

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/WORKS FROM IREPS) .....

The beneficiary of the aforementioned Letter of Credit M/s..... (NAME AND VENDOR CODE)..... (Vender Code..... as per IRPES.....) is entitled to receive payment aggregating INR---\$\$\$ ---- (FROM ABSTRACT OF BILL 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 of payments already made to the beneficiary under this Letter of Credit are as follows:

S.No.	Invoice No.	Invoice Date	Invoice Amount(INR)	LCDA No.	LCDA date	Amount paid (INR)
Total Paid						

THE PAYMENT: -INR \_\_\_\_\_ \$\$\$ \_\_\_\_\_

LC BALANCE AFTER THIS PAYMENT: \_\_\_\_\_ -

(Signature of authorised Railway authority)Name

Designation

Official Seal

In case of any legal dispute, Jurisdiction of Courts in PRAYAGRAJ, UP only shall be applicable.

Signature of the Tenderer/s

Address \_\_\_\_\_

**ANNEXURE-Q**

**DECLARATION/UNDERTAKING**

I/We, \_\_\_\_\_ (name and Designation) on behalf of \_\_\_\_\_ (Name of the tendering firm) do hereby declare/undertake that I/We have not employed any retired Engineer or retired gazette officer, nor made any Partner/Director etc. in our firm who retires from Railway Service in last one year as on the date of opening of tender in terms of Clause 2.2.12 of “ *Instruction to Tenderer(s)*” of tender document.

(authorized signatory)  
Name of the tendering firm

Place:-

Dated:

**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 17-B 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-S****RAILWAY****CONTRACT AGREEMENT OF WORKS**

CONTRACT AGREEMENT NO. \_\_\_\_\_ DATED \_\_\_\_\_  
 ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
 between President of India acting through the Railway Administration hereafter called the  
 "Railway" of the one part and \_\_\_\_\_ herein after called the  
 "Contractor" of other part.

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

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be  
 made by the Railways, the Contractors will duly perform the said works in the said schedule  
 set forth and shall execute the same with great promptness, care and accuracy in a workman  
 like manner to the satisfaction of the Railway and will complete the same in accordance with  
 the said specifications and said drawings and said conditions of contract on or before the  
 \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and will maintain the said works for a period of  
 \_\_\_\_\_ Calendar months from the certified date of their completion and will observe, fulfil  
 and keep all the conditions therein mentioned (which shall be deemed and taken to be part of  
 this contract, as if the same have been fully set forth herein), AND the Railway, both hereby  
 agree that if the Contractor shall duly perform the said works in the manner aforesaid and  
 observe and keep the said terms and conditions, the Railway will pay or cause to be paid to  
 the Contractor for the said works on the final completion thereof the amount due in respect  
 thereof at the rates specified in the Schedule hereto annexed.

Contractor \_\_\_\_\_ (Signature)  
 Address \_\_\_\_\_

Railway: Designation \_\_\_\_\_  
 (For President of India)

Date \_\_\_\_\_ Date \_\_\_\_\_

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

**Witnesses:**

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



**STATEMENT OF DEVIATIONS****PROFORMA FOR STATEMENT OF DEVIATIONS**

1. The following are the particulars of deviations from requirement of the Special Conditions of Contract, Instructions to Tenderers, General Conditions of Contract.

1.1 Instructions to Tenderers & Condition of Tendering

CLAUSE	DEVIATION	REMARKS
		(INCLUDING JUSTIFICATION)

1.2 General Conditions of Contract

CLAUSE	DEVIATION	REMARKS
		(INCLUDING JUSTIFICATION)

1.3 Special Conditions of Contract

CLAUSE	DEVIATION	REMARKS
		(INCLUDING JUSTIFICATION)

2. The following are the particulars of deviations from requirement of the technical specifications:

(Separate Statement for each specification)

CLAUSE	DEVIATION	REMARKS
		(INCLUDING JUSTIFICATION)

**Note:** Where there is no deviation, the statement should be returned duly signed with an endorsement indicating no deviations.

**Note: Submission of an un-signed 'Statement of Deviation' will be taken as 'No deviation'. If subsequently any item of deviation is raised by the contractor, after the opening of tender or after the award of tender, the deviation statement submitted shall not be entertained.**

**CERTIFICATE****Joint Inspection of Cable Trench & Protective Works**

1. The cable trench/chase including ducts, pipes etc. arrangements enroute has been jointly inspected by us on the following sections and the work has been done according to the specifications. The laying of cable can be taken on these sections after the deficiencies noted below are rectified and offered for further check .

2.

-----  
 Sl.No.      From KM.      To KM.                      Remarks/Deficiency if any  
 -----

-----

3. The following Joints have been jointly supervised and provided as per manufacturer's instructions and it is confirmed that all the materials or kit have been used up.

-----  
 Sl.No.      Type of Joint      Location(KM. No.)      Remarks/Deficiency if any  
 -----

-----

Signature of Contractor's  
 Representative with  
 Designation

Signature of Purchaser's  
 Representative with  
 Designation

**ACKNOWLEDGEMENT**

(FOR RECEIVING MATERIALS FROM RAILWAY)

Station:

Date:

Sub: - Receipt of Materials from Railway.

It is hereby acknowledged that the following material as detailed have been received in full and good condition by me on .....  
 ..... at ..... for the work coming under the Agreement  
 No..... dated .....

Sl.No.	Description of Material	Quantity	Remarks if any

.....  
 Witnessed by: -

.....  
 (Signature of Purchaser's  
 Representative with  
 Designation )

.....  
 (Signature of Contractor or  
 Contractor Representative)

**RECEIPT CERTIFICATE (FOR SUPPLY ONLY)**

From: Sr.Section Engineer/Section Engineer (Signal/Telecom), North Central Railway/

No.

Date:

- 1 Contract No
- 2 Name of Work
- 3 Item No. As in Rate Schedule
- 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 of 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 SSE/Sig.-in-Charge**

**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)**  
**(MODEL MANDATE FORM)**

**(INVESTOR/CUSTOMER'S OPTION TO RECEIVE PAYMENTS THROUGH  
CREDIT CLEARING MECHANISM)**  
**(Scheme name and the periodicity of payment)**

1.	INVESTOR/CUSTOMER'S NAME	
2.	PARTICULARS OF BANK ACCOUNT	
A.	BANK NAME	
B.	BRANCH NAME	
	ADDRESS	
	TELEPHONE	
C.	9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on the MICR cheque issued by the bank.)	
D.	ACCOUNT TYPE (S.B. Account/Current Account or Cash Credit with Code 10/11/13)	
E.	LEDGER NO./LEDGER FOLIO NO	
F.	ACCOUNT NUMBER ( As appearing on the Cheque Book)	
G.	IFSC Code of the bank	
(In lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque, or photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars.)		
3.	<u>DATE OF EFFECT.</u>	
I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the User institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.		

( )  
Signature of the Investor/Customer.

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

Certified that the particulars furnished above are correct as per our records

( )  
Signature of the Authorized.  
Official from the Bank

**SPECIAL CONDITIONS OF CONTRACT****PART-II : FINANCIAL BID****FINANCIAL BID SHEET**  
**(Schedule of Rates and Quantities)****E -Tender No.:** .....**NAME OF WORK:** - Provision/Work of .....**Approximate value:** Rs ..... Lakh/ Crore**Date of Completion:** .....Months

Detailed Break Up of Items of Schedule –A/B/C or I/II/III ..... (as decided by Railway Executive)					
Item no.	DESCRIPTION	Unit	Sch Qty	Rate (Rs)	Amount (Rs)

The quantities shown in above Schedule are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

**NOTE: The detailed breakup of items quoted in Schedule as above are to be uploaded with the Financial Bid only and not with Technical bid. Any attempt to upload the financial bid/rates/cost along with technical bid will cause the summarily rejection of the offer.**

I/We undertake to do the work at \_\_\_\_\_ % above/below the Schedule of Rates of the \_\_\_\_\_ Railway as applicable to \_\_\_\_\_ Division.

Dated \_\_\_\_\_

Signature of the Tenderer(s)

\*\*\*\*\*

**D. Annexure-V Part I of GCC shall be read as under:**

**ANNEXURE-V**

Reference -Para 6.1 of ITT

**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,

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 at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security, and may also lead to any other action provided in the contract including banning of business for a period of 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 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 and may also lead to 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.**



**E. New Annexure-V(A), Part I of GCC shall be read as under**

**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:

\*\*\*\*\*

## Annexure –VIB

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

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

NAME OF BIDDER/JV PARTNER:

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

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

**SEAL AND SIGNATURE OF THE BIDDER**

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

(Signature of Chartered Accountant)

Name of CA: \_\_\_\_\_

Registration No: \_\_\_\_\_

(Seal)