CHAPTER –XI
FORMS

Signature Not Verified
Digitally signed by MUKESH KUMAR
Date: 2026.03.13 10:36:36 IST
Reason: IREPS-CRIS
Location: New Delhi

Documents to be submitted with the Tender

Following document are required to be submitted along with the tender by the tenderer(s) for consideration of Railways.

SN	Item	Document Format
1	Tender Form First Sheet.	Annexure-1
2	Certificate of familiarization by agency	Annexure-B
3	Certificate to be given by individual members or through their attorney/authorized signatory.	Annexure-V(A)
4	Format for Tenderer's Credentials (Bid Capacity)	Annexure-VI
5	Bid Security	Annexure-VIA
6	Annual Contractual Turnover Data for the Previous 3/4	Annexure-VIB
7	Declaration form for relationship with railway employee	Annexure-D
8	Company Profile	Proforma – I
9	Details of works completed & contractual payments received during last three years (i.e. current year & three previous financial years)	Proforma – II , IIA & IIB
10	Details of construction machineries, tools & plants, vehicle etc.	Proforma – III or Annexure - E
11	Details of Technical and other Key Personnel available on	Proforma – IV or Annexure - F
12	Details of Court Cases during last three years.	Proforma – V
13	Details of Arbitration if any (in last 3 years)	Proforma – VI
14	Broad plan of execution of this work within the stipulated	Proforma – VII and
15	Comprehensive Organizational Chart	Annexure - G
16	NEFT form	Annexure – H
17	Standard General Declaration by Tenderer	Annexure – I
18	General Declaration for document downloaded from website	Annexure – J
19	MOU & Agreement proforma for JV	Annexure-K & L
20	Proforma for Bank Guarantee against Performance Guarantee	Annexure-M
20	Proforma for Bank Guarantee against Mobilisation Advance	Annexure-N
21	Request letter from Executive branch to Accounts Office for opening of LC.	Annexure-O
22	Document of Authorisation (For Letter of Credit)	Annexure-P
23	Proforma for Novation Aggrement	Annexure-Q
24	Letter Head of the institution/organisation of proof checker	Annexure-T
25	Proforma of termination notice	Annexure- XI
26	Insurance surety bond for performance security	Annexure- XVII

Note: Any other Document/Certificate required as per tender conditions are to be submitted mandatorily along with the above mentioned documents.

Annexure-1

NORTH EAST FRONTIER RAILWAY
(CONSTRUCTION)
(TENDER FORM FIRST SHEET)

Downloaded … ……

…… From website by

TENDERNO._____

Name of work:_____

Apprrox. Value (Tender Value) = Rs.

_____

To

The President of India,

Acting Through the Dy.Chief Engineer

(Con)/Kohima

, Northest Frontier Railway, Mailgaon,

Guwahati - 781011

I/We _____have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of 60/90 (Single Packet/Two Packet) days from the date fixed for closing of tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for _____ Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within months from the date of issue of letter of acceptance of the tender.

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

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

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

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

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

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

Signature of Witnesses:

(1) _____

(2) _____

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)

_____

Annexure-B

CERTIFICATEOF FAMILIARIZATION BY AGENCY

Name of work:_____

_____

_____

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

- Topography of the area and existing Road network (highways & Village, Pucca & Kachha) and availability of Service Roads.
- Soil Conditions at the site of the work.

Sources and availability of construction material.

Rates for Construction materials.

- Availability of local labour, both skilled and unskilled and the prevailing labour rates.
- Availability of Water, Electricity and communication facilities.
- Availability of space for putting up labour camps, offices Store Godown, Engineering yards etc.

(Signed by the authorized Officer of the firm)
Title of officer
Name of firm
Date

Annexure-V(A)

Reference -Para 6.1 of ITT

(This certificate is to be given by each member of Partnership firm/Joint Venture (JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc, Signed by themselves or through their attorney/authorized signatory of the individual firm)

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 fulfill 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 SIGNATUR
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:
Date:

Reference -Para 10.3 & 17.15.3 of Tender Form (Second Sheet) of Annexure I of ITT

TENDERER'S CREDENTIALS (BID CAPACITY)

N.F.Railway (Con)

For tenders having advertised value more than Rs. 10 crore (ACS-11) wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

Available Bid Capacity = [A x N x 2] – 0.33xNxB

Where

A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress (As per Item A-3. of PROFORMA-II).

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

B = Existing commitments and balance amount of ongoing works with the tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender. (As per A-4 of PROFORMA-II).

Note:

(a) The Tenderer(s) shall furnish the details of

(i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and

(II) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

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

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

(I) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and

(II) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished. The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

(c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.

(d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".

(e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected summarily.

(f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

Annexure –VIA

Para 5 of the Instructions to Tenderers

(Bid Security)

1. Bank Guarantee Bond from any scheduled commercial bank of India

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

Name of the Bank: ----------
President of India,
Acting through Dy. Chief Engineer (Con)
N F Railway, Maliaon, Guwahati-781011

Beneficiary: FA & CAO/CON/MLG, North East Frontier Railway, Maligaon

Date:.....

Bank Guarantee Bond No.: **Date:---------**

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

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned ***[Insert name(s) of authorized representatives of the Bank],*** being fully authorized to sign and incur obligations for and on behalf of the Bank**,** confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of ***[Insert required Value of Bid Security]*** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

6. This guarantee will remain valid and effective from***…….……[insert date of issue]***till ……..*[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.

8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.

9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

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

Date ……
Place…….

……
Bank's Seal and authorized signature(s)
[Name in Block letters] ……....
[Designation with Code No.]……..…..

[P/Attorney] No.

Witness:
1 Signature, Name & Address & Seal
2 Signature, Name& address & Seal

Bank's Seal

*[P/Attorney]*No.

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

Annexure –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)

Annexure-D.

DECLARATIONFORM

I/We hereby certify that -

(i) I am/We are not related to any employed in the Gazetted and /or non-Gazetted capacity in the Engineering and or any other Department of the Northeast Frontier Railway.

(ii) I/We draw attention to the fact that I am/We are related to the following employee(s) in the Gazetted and/or non-Gazetted capacity in the Engineering and any other Department of the Northeast Frontier Railway.

(iii)

S/No.	Name of the Employee(s)	Designation & Department	Degree of Relationship

Note: The item, which is not applicable should be struck out.

SIGNATURE OF CONTRACTOR (S)

Name: _____

Address: _____

PROFORMA - I

COMPANY PROFILE

SN	Item	Deta
1	Full name of the contractor/construction firm and year of establishment	
2	Registered Head Office Address: with Telephone/fax/e-mail	
3	Branch Office in India Address: with Telephone/fax/e-mail	
4	Constitution of firm: (Copy of full details including Memorandum and articles of Association, registered partnership deed and power of attorney holder etc.to be enclosed)	
5	Particulars of registration: with Government/semi Government Organization: (copy to be enclosed)	
6	Joint Venture/Consortium summary (i) Lead/authorized partner (ii) Partner (iii) Partner	

Note: The above information should be furnished for each of the partners in case of Joint Venture/Consortium.

PROFORMA-II

CREDENTIALSOFTHETENDERER

(A) E X P E R I E N C E :

1 No. of years the firm has been in operation under its present name:

2. Details of similar nature of work completed by the Tenderer in last 7 years with Documentary proof as per Para.2 A of NIT.

3. Details of work executed and payment received during the current & last three financial years taking into account the completed as well as work in progress .

(Details of works executed and payment received in current & last three financial years)

Sl. No.	Name of work & CA. No.	Clients Address	CA /SCA value in Rs.	Value of work executed in Rs.	Original date of completion	Extended date of completion (If any)	Payment received in current & last three financial years in Rs.				Remarks
							2022-23	2023-24	2024-25	2025-26	
Total											

(As per 'A' of ANNEXURE-VI)

NOTE: The statement should be submitted duly verified by the Chartered Accountant.

4. Details of existing commitments and balance amount of ongoing works with the tenderer and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender..

Sl. No.	Name of work & CA. No.	Clients Address	CA/SCA value in Rs.	Upto date Payment received Rs.	Balance Amount to be completed in Rs.	Original date of completion	Extended date of completion if any	Remarks
Total								

(As per 'B' of ANNEXURE-VI)

NOTE:The statement should be submitted duly verified by the Chartered Accountant.

(B)

TechnicalCapability:

(i) List of tools, Plants, equipment and machinery available with the tenderer along with their value (A copy approved Assessor's Certificate to be enclosed).(As per Proforma-III).

(ii) Name, qualifications of the technical Supervisors and staff under the employment of the tenderer and organization on hand and proposed to be engaged for the subject work (Authenticated by a chartered Accountant)

(iii) Other facilities available with the tenderer not covered hither to:

(C) Tenderer(s) knowledge from actual personal investigation of the resources of the region or District(s) in which he offers to work:

(D) Any other details that the tenderer may like to furnish to substantiate their financial and technical ability to undertake this work and complete the same within stipulated period of completion.

PROFORMA-IIA

STATEMENTOF WORKS IN PROGRESS

Tenderer(s) should furnish information as per the proforma given below for the firm/company and for each member (in case joint venture) on their current commitments on all contracts that have been awarded, or for which letter of acceptance has been received, or for the contracts approaching completion, but for which an unqualified, full completion certificate is yet to be issued.

NO	Name of work	Date of award	Contract No & date	Name & Address of Client(including Tel./Fax No.	Contract value (in Rs.) Original/Revised	Date of Completion Original/Revised	Total payment received
1	2	3	4	5	6	7	8
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

NB:

1) If any one or more of the detailed information furnished in the tenderer's documents is proved to be false at any stage, the contractor/ firm will be debarred then and there, from all the commitments connected with the tender and his/their tender/contract will be rejected/terminated and further action will be taken as per extant rules.

2) Separate sheet may be used for furnishing the above information, if necessary.

PROFORMA-IIB

STATEMENTOFWORKSABANDONED/LEFTINCOMPLETE

Tenderer(s) should furnish the information as per proforma given below for the firm/ company and for each member (in case of joint venture) for last five years ending.....(i.e. current year & four previous years)

SN	Name of the work	Date of award of work	Contract No.& date	Name & address of Client (including Tel./Fax No.	Contract value in (Rs.) Original/Revised	Percentage of work executed	Month & year since abandoned	Reason for abandoning the work
1	2	3	4	5	6	7	8	9
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

NB:

1) If any one or more of the detailed information furnished in the tenderer's documents is proved to be false at any stage, the contractor/ firm will be debarred then and there, from all the commitments connected with the tender and his/their tender/contract will be rejected/terminated and further action will be taken as per extant rules.
2) Separate sheet may be used for furnishing the above information, if necessary.

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

PROFORMA-III

DETAILSOFTOOLS&PLANTS,VEHICLESETC.

AVAILABLE ON HAND AND PROPOSED TO BE UTILIZED IN WORK

Sl. No	Description of equipment	Number available (Owned/hired)	Date of purchase	Date of manufacture	Make	How driven (i. e) Petrol/ Diesel/electrical	Condition of the equipment	Where the equipment can be inspected

PROFORMA-IV

DETAILSOFTECHNICALANDOTHER PERSONNELS AVAILABLEONHAND&PRPOSED TO BEENGAGEDINWORK

Sl	N a m e	Age	Technical qualification(s)	Position with the tenderer	Commencement of present employment	Total experience	Emoluments
1	2	3	4	5	6	7	8

PROFORMA-V

LIST OF COURT CASES DURING LAST 3 YEARS

Sl No.	Name of work	Value of work	Name of Client Deptt.	Name of the Court	Date of institution of case	Relief sought from Court	Brief reason of dispute	Final/ Present position of the case
1	2	3	4	5	6	7	8	9

PROFORMA-VI

LISTOFARBITRATION CASESDURING LAST3YEARS.

Sl	Name of work	Value of work	Name of Client Deptt.	Amount and date of claim preferred	Claim of Deptt. if any	Brief reasons of disputes	Final/ Present position of the case
1	2	3	4	5	6	7	8

PROFORMA-VII

BROAD PLAN OF EXECUTION OF THIS WORK WITHIN THE STIPULATED COMPLETION PERIOD

Sl.No	Activity	Period of completion in months

PROFORMA-VIII

COMPREHENSIVE ORGANISATIONAL CHART

Annexure-E

TOOLS&PLANTS,VEHICLESETC.REQUIREDTOBEDEPLOYED:

(a) Time is the essence of the contract. The agency is required to progress with the work expeditiously so as to complete the same in given schedule of time. In case of failure of the agency to adhere to the prorata progress, the contract is liable to be terminated without assigning any reason.

(b) The agency is required to deploy minimum scale of vital machinery with requisite resources right from beginning.

Sl. No.	Type of Machinery	Nos./Set	Remarks
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Annexure-F:

(Employment of Key Personnel)

The contractor shall employ the minimum key personnel during the execution of the Contracted work.

SN	Position	Min.no. of Personnel	Qualification	Experience in Similar Works
1				
2				
3				
4				
5				
6				
7				
8				

The Bio-data (Name, Qualification, Years of experience etc.) of the key personnel as mentioned above, who are proposed to be deployed, shall be furnished in the tender offer. It will be essential to retain the same key personnel for continuity of the project. However in case a situation arises to replace the key personnel for whatever reason, the same will be done in consultation with the Railways.

The key personnel should be available at site whenever required by the Engineer to take instructions. Incase the Contractor fails to employ the aforesaid key personnel, he shall be liable to pay a reasonable amount not exceeding a sum of Rs. 40,000/- for each month of default in case of Graduate Engineers and Rs. 25,000/- for each month of default in case of Diploma Engineers.

Annexure-G:

Programmefor Completion

Following programme of completion shall be adhered to by the agency for completion of the work:

Phase of Work	Time period elapsed since issue of LOA (as % of Completion Period)	Progres	
		During the Period	Cumulative up to end of the phase
I. (Initialisation)	10%	Mobilisation & site clearance	Mobilisation & site
II (Start Up)	20%	10%	10 %
III ((Momentous)	30%	10%	20 %
IV (Stabilisation)	50%	30%	50 %
V (Consolidation)	75%	30%	80 %
VI (Redemption)	95%	20%	100 %
VII (Final)	100%	Finishing & Demobilisation	Finishing & Demobilisation

Progress commensurate with time elapsed will have to be maintained by the agency at any stage of work.

Annexure -H

To
The Branch Manager,
SBI/PNB (NEFT)

Sub:- Transfer of payment through NEFT.

The Bank Account(s) of the following payee(s) may kindly be credited through RTGS/NEFT as per statement given below for this purpose, Cheque No. dt.is being deposited in your Bank for a total amount of Rs . The credit should be effected in the respective Bank Account positively. After completion of transaction, advise/report may be sent to FA&CAO/CON, N. F. Railway, Maligaon, Guwahati -11 with intimation to the party.

SN	Party Name & Address	Bank Name	MICR/IFSC Code	Account No.	Type of Account

Annexure –I

STANDARDGENERALDECLARATIONTOBEGIVENBYTHETENDERER(S)

I/We _____declare that

(a) We have examined and have no reservations to the Tender documents Documents, including Addenda issued.

(b) We offer to execute the Works in conformity with the Tender Documents;

(c) If our tender is accepted, we commit to submit Security Deposit and Performance Guarantee in accordance with the tender Document within the time fixed;

(d) If our tender is accepted, we commit to deploy minimum key personnel and equipment consistent with the stipulation in the Tender Document.

(e) If our Tender is accepted, we commit to submit work method statements for all major activities and get these approved from the engineer prior to commencing work on such activities. We also understand that the work shall be executed as per the approved method statements without any deviations;

(f) If our tender is accepted, we commit to establish Testing Laboratory at the site of work with minimum Testing equipment indicated in the Tender Document.

(g) I/We am/are not banned from doing business with Railways or any other Ministry/ Department of the Govt. of India /State Govt. from participation in tenders/ contract on the date of opening of bids either in individual capacity or the JV firm or partnership firm in which we were/are members / partners.

(h) I/We are not sister concerns/allied partners who were individuals or firms or partners of firms banned from doing business with Railways.

(i) I/We understand and agree that if I/We were found during consideration of the tender to be a firm/individual or sister/allied concern or any individual or firms or partner of firms banned by the Ministry of Railway or any other Ministry/ Govt. Department from doing business and ban is still in force, offer will be rejected and I/We shall be banned from doing business with Railways and/or prosecuted.

(j) I/We understand that if I/We were found during the course of execution of work to be an individual or firm or partner or firms or sister/allied concern of any individuals or firms banned by the Ministry of Railway or any other Ministry/ Govt. Department from doing business and the ban is still in force, contract shall be liable to be terminated, my/our security deposit and Performance Guarantee will be forfeited in full and I/We shall be banned from doing business with Railways and/or prosecuted.

(k) I/We understand that if I/We are found to be individual or firm or partner of firm or sister/allied concern of any individuals or firms banned by the Ministry of Railways or any other Ministry/ Govt. Department from doing business during the consideration of tender or during the execution of work tender shall be rejected/terminated, I/We are liable to be banned from doing business for further periods to be specified by Railways.

(l) I/We are satisfying the eligibility conditions mentioned in the tender and I/We have enclosed attested copies of documents along with the tender in support of my/our claim of satisfying eligibility conditions. I/We understand that I/We have to produce the original documents if so demanded by the Railways. I/We understand that if any of the documents were found to be bogus, my/our performance guarantee, security deposit (after awarding work) will be forfeited in full

and I/We are liable to be banned from doing business with Railways for any period to be specified by the Railways and also liable for legal proceedings against me/us.

(m) I/We have submitted full details of work on hand and progress thereon. I/We understand that if the information furnished by me/us were found to be false my/our tender is liable to be rejected and If it is found t o be false at any stage, I/We are liable to be banned from doing business with Railways for any period to be specified by Railways and also liable for legal proceedings against me/us.

(n) We have not made any tempering or changes in the Bidding Documents on which the Bid is being submitted and if any tampering or changes are detected at any stage, we understand that the Bid will b e summarily rejected and the contract will be liable to be terminated along with forfeiture of full amount of performance security, even if LOA has been issued; and

(o) We understand that you are not bound to accept the lowest evaluated bid or any other
bid that you may receive.

(p) I/we are not sister concerns/allied partners of firm's, who have been found guilty in any criminal case in the past.

Name ……

In the capacity

of ……

…….

Signed ……

……

Duly authorized to sign the Bid for and on behalf of.....Date

……..

SIGNATURE & ADDRESS OF WITNESSES TO THE SIGNATURE OF THE TENDERER(S)

WITNESSES :

1.Name Signature

Address Date

2. Name Signature

Address Date

Annexure-J

Declarationagainstdownloadingthe tenderdocumentfromwebsite

(a) I/We have downloaded the tender form from the Internet site www.IREPS.Gov.in and I/We have not tampered / modified the tender forms in any manner. In case, if the same is found to be tampered / modified I/We understand that my/our tender will be summarily rejected, and I/we am/are liable to be banned from doing business with Railways and/or prosecuted.

(b) I hereby declare that all the details as required to be furnished from our side to the Railways, while accessing / downloading the tender document from website have been furnished fully and correctly.

Name ……

In the capacity

of …….

Signed ……

……

Duly authorized to sign the Bid for and on behalf

of ……

Date ……

……..

Annexure-K

NON JUDICIAL STAMP

MEMORANDUM OFUNDERSTANDING (MOU)

MEMORANDUM OF UNDERSTANDING (MOU)
ENTERED INTO AT …… (place) THIS…… DAY OF …. (Month).....Year
Between

1. ……..(name of firm) having its registered office at …….(full address) (hereinafter referred to as ……(say X, short form of firm)) acting as the Lead Member of the first part,

And

2. …….. (name of firm) having its registered office at …….(full address) (hereinafter referred to as ……(say Y, short form of firm)) in the capacity of first Joint Member of the other part.

And

3. …….. (name of firm) having its registered office at …….(full address) (hereinafter referred to as ……(say Z, short form of firm)) in the capacity of 2nd Joint Member of the other part.

The expressions of X, Y & Z shall wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "the Parties" and individually as "the Party".

WHEREAS the parties hereto have agreed to enter into a Joint Venture for the purpose of participation in Tender in respect of the project work of " ----------
---- (complete name of work to furnish)---- "(hereinafter referred to as "The Work") mentioned in Tender Notice No. ……and Tender No. ……. invited by Chief Engineer (Con), Northeast Frontier Railway, Maligaon, Guwahati-781011 (hereinafter referred to as "Employer").

Whereas in the event the Joint Venture being successful in its bid the parties have agreed to perform the contract in accordance with the agreed terms and conditions and thereof and in the spirit of mutual co-operation to achieve the objective of this Joint Venture to the full satisfaction of the Employer.

Now therefore for and in considerations and covenants hereinafter set forth the parties hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as an integral part of this Joint Venture.

(i) Tender Notice and

(ii) Tender Document

(iii) Any Amendment/ Corrigendum issued by "the Employer"

(iv) The tender submitted on our behalf jointly by the JV.

2. The "Parties" have studied the documents and have agreed to participate in submitting a tender jointly under the name "X-Y-Z (JV)"……. (Name of JV to furnish)

3. X……(Name of lead Member) shall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture in its dealing with the Employer. For this

purpose of submission of bid proposals, the parties agree to nominate Shri…… (name with designation) of ……(name of the parties to which he belongs) as the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Employer. However, Shri ……. (name with designation) shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other Members, which shall be expeditiously given by X, Y, Z to A (to be decided internally by the JV member).

4. The "Parties" have resolved that the share of interest /participation in the Joint Venture shall be as under:

(a) Lead Member (Who has to be an Indian Firm): at least 51%

(b) Other Joint Members I: Not less than 20% in case of JV Firm with up to 3 (three) Members and not less than 10% each of JV Firm with more than 3 (three) Members.

5. JOINT ANDSEVERALRESPONSIBILITIES

The Parties undertake that they shall be jointly and severally legally liable to the Employer in the discharge of all the obligations and liabilities as per the contract with the Employer and for execution of project in accordance with General and Special Conditions of the Contract if the work is awarded to their JV. The parties shall be jointly and severally liable & responsible for fulfilling the obligations of the tender/tender document.

The parties 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.

6. ASSIGNMENT AND THIRD PARTIES.

The parties shall co-operate throughout the entire period of this JV on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the present "Work".

7. EXECUTIVEAUTHORITY

The said Joint Venture Firm through its authorized representative shall receive instructions, payments from the Employer. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

8. GUARANTEES AND BONDS.

The Bank Guarantees, Bid Security deposit etc and other Bond shall be furnished jointly by all the parties in the name of Joint Venture Firm and that shall be legally binding on all the partners of the Joint Venture.

9. BID SUBMISSION.

Each Party shall bear its own cost and expenses for preparation and submission of the bid and

all costs until conclusion of a contract with the Employer for the Project.

10.0 INDEMNITY

Each party hereto agrees to indemnify the other party against its respective parts in case of breach/ default of the respective party of the contract works of any liabilities sustained by the Joint Venture.

11.0 For the execution of the respective portions of works, the parties shall make their own arrangements as per mutual agreement/understanding between them from time to time to bring the required finance, plants and equipment, materials, manpower and other resources.

12.0 VALIDITY.

This MOU shall remain in force till the occurrence of the earliest to occur of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period,

The bid submitted by the Joint Venture is declared unsuccessful, or

Cancellation/ shelving of the Project by the Employer for any reasons prior to award of work. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the Employer.

13. The parties undertake not to make any modification/alteration/termination the MOU of Joint Venture during the validity of the tender.

14. The parties undertake not to make any changes in this Joint Venture or terminate this Joint Venture, after submission of the tender bid except when modification becomes inevitable due to successive laws etc., without prior written consent of the Employer. The parties further undertake that in any case Lead Member shall continue to be the Lead Member of the JV.

15 All the members of the JV Firm …….. (name of Joint Venture Firm) certify that the parties are not black listed or debarred by other Railways or any Ministry/Department/PSU (Public Sector Govt. Undertaking) of the Govt. of India/State from participation in tenders/ contract on their the date of opening of bids either in individual capacity or as a member of the JV Firm in which they were/are members.

1

Now the parties have joined hand to form the Joint Venture (MOU) on this …….. day of ……(month) two thousand …… (Year) with reference to and in confirmation of their discussions and understanding brought on record on …..(Day).

Lead Member First Joint Member Second Joint Member

(Name of signatory with designation and name of firm should be furnished)

IN WITNESS WHEREOF THE PARTIES, have executed this JV the day, month and year first before written.

Witness

1.

2.

3.

Annexure-L

NON JUDICIAL STAMP

JOINT VENTURE/CONSORTIUMAGREEMENT

This Joint Venture/ Consortium Agreement executed at …….(Name of place) on this …… day of ……..(month & year) between M/s. X …… (name of firm) M/s. Y……(name of firm) and M/s. Z …….(name of firm) wherein Registered office of Ist , 2nd and third party is at …… respectively represented through their constituted attorney…… for the 2nd party …….. and for the third party……. (The expression and words of the first, 2nd and 3rd party shall mean and include their heirs, successors, assigns, nominee's execution, administrators and legal representative respectively).

WHEREAS the parties herein above mentioned are desirous of entering into a Joint Venture/ Consortium for submitting bid document and if contract awarded, carrying on Engineering and/ or contract works, in connection with "Tender for ……. (name of work with tender no./Tender notice No.) as mutually decided between the parties of this Joint Venture/ Consortium.

NOW THIS AGREEMENT WITNESSES AS UNDER:

1. That in and under this Joint Venture/Consortium Agreement the work will be done jointly in the name and style of M/s ……. (Joint Venture/Consortium of M/s X,Y,Z, with address).
2. That all the parties shall be jointly and severally legally liable to the Employer in the discharge of all the obligations and liabilities as per the Contract with the Employer and severally and jointly responsible for the satisfactory/ successful execution/ completion of the work in all respects and in accordance with terms & General and Special Conditions of the Contract irrespective of share and role specified in JV agreement. All the parties shall be jointly and severally liable and responsible for fulfilling the obligations of the tender/bid document.

   All the parties shall also be liable jointly and severally for the loss, damage caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.

3. That the role and responsibility of each constituent of the said Joint Venture/ Consortium in details, covering all aspects of the planning and successful completion of the work shall be as under :
   The First Party shall be responsible for …… (details may be furnished)
   The Second Party shall be responsible for …… (details may be furnished)
   The Third Party shall be responsible for …… (details may be furnished)
4. The share of interest/ participation, profit & loss of each constituent of the said Joint Venture/ Consortium shall be as under :
   (a) Lead Partner : at least 51%
   (b) Joint Venture Partner – I : Not less than 20%
   (c) Joint Venture Partner-II : Not less than 20%

5. That the parties of this Joint Venture/ Consortium shall depute sufficient no. of experienced staff as committed to commensurate with their role and responsibilities and as required for the successful completion of the works in close consultation with each other.
6. That the financial investment and other resources required for the successful execution/ completion of work under this Joint Venture/ Consortium shall be brought in by the parties as per mutual agreement/ understanding between them from time to time.

7. That all the Bank Guarantees like Performance Guarantee, Bank Guarantee for Mobilization advance, machinery advance etc shall be furnished jointly by all the parties in the name of Joint Venture/ Consortium only.
8. That all the parties nominate and authorize Shri ……(Name of representative) of …….. (name of firm) as the representative of the JV and to sign the tender, Contract Agreement in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and all letter correspondence related to the above mentioned work on behalf of the Joint Venture.
9. That all the above noted parties i.e. M/s. X, Y & Z undertake not to make any changes in this Joint Venture/ Consortium agreement during the currency of contract except when modification becomes inevitable due to successive laws etc. without prior consent of the Employer. The parties further undertake that in any case Lead Member shall continue to be the Lead Member of the JV.
10. That all the parties undertake that 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.
11. That all the members of the JV certify that they have not been black listed or debarred by Railways or any other Ministry/ Department of the /PSU (Public Sector Undertaking) 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.

12. That Joint Venture agreement 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.
13. That the Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
14. That this Joint Venture Agreement is pursuant the MOU entered in to at ……. (Place) this …… (Day) of …… (month)(Year) between above noted parties.

NOW THE PARTIES HAVE JOINED HANDS TO FORM THIS JOINT VENTURE / CONSORTIUM ON THIS …….. DAY OF …….. WITH REFERENCE TO AND IN CONFIRMATION OF THEIR DISCUSSIONS AND UNDERSTANDING BROUGHT ON RECORD ON.....(Date).

IN WITNESS THEREOF THE ABOVE NAMED PARTIES HAVE SET THEIR RESPECTIVE HANDS ON THIS JOINT VENTURE/ CONSORTIUM AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED IN THE PRESENCE OF THE FOLLOWING WITNESS :

WITNESS:

1. First Party
2. Second Party
3. Third Party

Annexure-M

FORM OF BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE

In consideration of the President of India acting through the Chief Engineer/Con, Financial Adviser & Chief Accounts Officer/Con, N. F. Railway, Maligaon, Guwahati, Assam-781011 (hereinafter called "the Government") having agreed to exempt ---------- (A)---------- (Herein called "the said contractor(s)") from the demand under the Terms and Conditions of the Contract Agreement No. ---------- dated ---------- made between ---------- ----------(A)---------- and the Chief Engineer/Con N. F. Railway, Maligaon, Guwahati, Assam-781011 for the work ----------(B) ---------- ---------- (Herein called the "said Agreement") of the Performance Guarantee condition contained in the said Agreement , on production of Bank Guarantee for Rs.---- ---------- (Rupees ---------- only) . We----------(C) ----------(Herein called "the Bank") at the request of ----------(A)---------- ---------- (Contractor(s)) do hereby undertake to pay the Government an amount not exceeding Rs.---------- ---------- against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

1. We---------- (C) ----------do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach of the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the 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. .
2. We undertake to pay to the Government any money as demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal-relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
3. We----------(C)---------- 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 or till Chief Engineer/Con N. F. Railway, Maligaon, Guwahati, Assam-781011 certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this Performance Guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ----------, we shall be discharged from all liability under this guarantee thereafter.
4. We----------(C) ---------- further agree with the Government that, the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s).

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

Dated the ---------- day of ----------2014
for---------- (C)----------

7. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details

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

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

Note:

1. Please fill the above form by replacing symbols (A), (B) and (C) with appropriate words as given below:

Legend	Meaning
(A)	Firm's Name and Address with PIN Code
(B)	Brief Description of the work to be executed as per CA
(C)	Bank's Name and Address with PIN Code

2. Stamp Paper as required shall be used. Certificate from the Collector (Revenue) has to be embodied on the Guarantee Bond regarding adequacy of the Stamp duty fees in the deed.

3. Filled in statements/words/figures should be invariably underlined.

Note : LOA No Must be mentioned by the Contractor in this Form

Annexure-N

FORM OFBANKGUARANTEEBOND
FORMOBILISATION ADVANCE

1. In consideration of the President of India acting through the Chief Engineer/Con, Financial Adviser & Chief Accounts Officer/Con, N. F. Railway, Maligaon (hereinafter called "the Government") having agreed to make payment of Mobilisation advance of Rs.----------to ---------- Shri/M/s. ----------(A)---------- to (hereinafter called "the Contractor(s)" under the terms and conditions of an Agreement No.---------dated ---------- made between ----------(A)---------- ---------- and the Government for the work ----------(B)---------- ----------(hereinafter called "the said Agreement"), for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement on production of a bank Guarantee for Rs.---------- (Rupees ---------- ---------- only). We ----------(C)---------- (hereinafter referred to as "the Bank") at the request of M/s. ---------- Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs.---------- plus interest liability @ (reckoned on a year of 365 days) above the base rate of State Bank of India, as effective on the date of approval of payment of Mobilization Advance by the competent authority against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We ----------(C)---------- do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach of the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the 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.---------- plus interest liability of 10% (Ten percent) per annum (reckoned on a year of 365 days) above the base rate of State Bank of India, as effective on the date of approval of payment of Mobilization Advance by the competent authority.

3. We undertake to pay to the Government any money as demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal-relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be 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 ----------(C)----------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 duly paid and its claims satisfied or discharged or till Chief Engineer/Con N. F. Railway, Maligaon, Guwahati, Assam-781011 certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this Guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ----------, we shall be discharged from all liability under this guarantee thereafter.

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

6. We ----------(C)---------- further agree that in case for unforeseen circumstances, the contract itself is terminated/revoked/closed with mutual consent of the parties of the contract, and in case the entire Mobilization Advance or fraction of it is still outstanding with the contractor, the Bank, without any demur, on demand from the Government will pay to the Railways, the sum equal to the outstanding Mobilization Advance.

7. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s).

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

Dated the ---------- day of ----------2022
for----------(C)----------

9. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details

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

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

Note :

1. Please fill the above form by replacing symbols (A), (B) and (C) with appropriate words as given below:

Legend	Meaning
(A)	Firm's Name and Address with PIN Code
(B)	Brief Description of the work to be executed as per CA
(C)	Bank's Name and Address with PIN Code

2. Stamp Paper as required shall be used. Certificate from the Collector (Revenue) has to be embodied on the Guarantee Bond regarding adequacy of the Stamp duty fees in the deed.

3. Filled in statements/words/figures should be invariably underlined.

Annexure-O

Request letter from Executive branch to Accounts Office for Opening of LC

Office of…….
….....Railway

No._____ Dated: _____

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

Sub: Opening of LC.
Ref: Supply Order/Contract Agreement No.

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

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

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

(Signature)
Name_____
Designation_____
(Office Seal).

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/WORK FROM IREPS)……

The beneficiary of the aforementioned Letter of Credit M/s…….(NAME AND VENDOR CODE)…(Vendor Code…as per IREPS….) 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						

THIS PAYMENT: _$$$_____

LC BALANCE AFTER THIS PAYMENT:_

(Signature of authorized Railway authority)

Name

Designation

Office Seal

Annexure-Q

NOVATION AGREEMENT

Articles of Agreement made on this day …..in the year ……between the President of India, acting through the …….. Administration having his office at …… hereinafter called the 'Railway' of the first part and …….. hereinafter called the 'Contractor' of the second part and Railway Finance Corporation Limited hereinafter called the 'IRFC' of the third part having its office at …… with……First part, second part and third part collectively hereinafter called the 'parties'. Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement no.……dated……..with contract cost of Rs. for performance of ….....hereinafter called the 'principal agreement'.

Now it is hereby agreed by and between the parties that Indian Railway Finance Corporation shall be made an additional party to the Principal Agreement executed between Railway and Contractor with effect from date of this agreement.

It is agreed by and between the parties that Railway shall continue to be held responsible for all obligations, risk and liabilities, whatsoever, arising out of or in connection with the Principal Agreement and this Novation Agreement, whether during the progress of the work or after its completion.

It is further agreed and understood by and between the parties that IRFC shall be the owner of assets, if any, arising out of execution of works as defined in the Principal Agreement, except the land whose ownership shall continue with Railway. Accordingly, the invoices shall be issued by capturing GSTIN of contractor (as the supplier) and GSTIN of IRFC (as the bill-to party). Also, the contractor shall submit the invoice, issued in the name of IRFC, to Railway for processing payment by Railway to Contractor subject to applicable TDS under the Income Tax, GST or any other applicable laws.

It is further agreed by and between the parties that IRFC shall be responsible to comply with Income Tax and
GST laws in relation to filing of returns.

It is further agreed and understood by and between the parties that, except for the amended obligations as mentioned above, the terms of the Principal Agreement for all kind of contractual/performance and legal obligations shall remain in full force and effect.

All the communication in relation to the Principal Agreement and said Novation Agreement would only be
between party hereto of first part second part.

For and on behalf of the
President of India

Witness of the Signature
1._____
2._____
Address:_____

Signature of Contractor

Witness of the Signature
1._____
2._____
Address:_____

ANNEXURE-S

(In Case of Composite Work)

1. Name of work:
2. Address of Client under which work has been performed:
3. CA No. & Date:
4. Date of Completion of the work:
5. Completed Value of the work in Rs:
6. Component (As per Clause…….. of NIT)) for which certificate is being submitted : Major/Minor
7. Completed Value of the component(Major/Minor) as mentioned in SN 6 above:
8. Work completion certificate submitted as per note (b) below: (Yes/No)

Note:

(a) In case of composite work. The above proforma must be submitted by the person authorized by JV/Partnership Firm, through power of attorney.
(b) This Annexure-S must be supported by completion certificate issued by completion certificate issuing authority of the organization under which work has been performed and that completion certificate must be uploaded in IREPS in support of technical eligibility criteria while submitting the technical bid .Without completion certificate, the offer shall be considered incomplete and shall be summarily rejected. .
(c) Annexure-S should be submitted for each component (Major/Minor) as per the eligibility criteria..
(d) Annexure-S should be submitted by all members in case of JV firm as per JV clause of Tender Document in the above proforma.

Annexure-T (Only for DDC Contacts)

[Letter head of the institution/organization of the Proof Checker]

Certificate by the proof checker for the proposed work of……

From
[Name & address of the proof checker]

To
[Name & address of the proposal Department]

Dear Sir,

The above mentioned submitted proposal have been proof checked with respect to adequacy , safety , constructability & maintainability adhering to the following aspects :

1. Site has been visited & reviewed to find the design submitted by the consultant are in line with the site conditions.
2. All the submitted design parameters **(Geological/Geotechnical/Hydraulic /……..)** are checked and verified by me as per the stipulated **Codes , Specifications and Guidelines**. Simultaneously all the design parameter are found to be correct & sufficient for the design.
3. Analysis and design has been checked with following steps in line with the **Codes, Specifications and Guidelines** (IRS/ Indian/ International) ensuring strength , stability & serviceability.
4. Calculations of each steps have been checked/ cross verified by software …… ……../……..)
5. The drawings have been reviewed and are in line with the design connecting to structural integrity including the detailing , required material properties , construction procedure along with temporary works involved.
6. Software analysis reports along with input design parameters, models and output reports used for cross verification are enclosed.

Schedule of component/drawing of certificate :--
1.

2.

Authorized Proof checker:

Signature of Authorized Proof checker:

Name:

Designation:

Institution/Organisation:

Advance Correction Slip No.8 to Indian Railways Standard General Conditions of Contract, April 2022

Annexure-XI, Part-II of GCC shall be read as under:

ANNEXURE – XI

Reference Para 62.(1)

Registered Acknowledgement Due/Standard Correspondence through IR-WCMS/Email on registered IREPS Email

PROFORMA OF TERMINATION NOTICE

_____ RAILWAY

(Without Prejudice)

No. _____ Dated _____

To

M/s _____

_____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

Since the period of 48 hours' notice has already expired, the above contract stands rescinded in terms of Clause 62 of the Standard General Conditions of Contract and the balance work under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed.

The Final measurements of work executed by you against the said contract will be taken/started on _____ at _____hrs. at site. The measurement will be continued till all the measurement are taken. You are advised to be present at site on the above mentioned date and time to witness the measurements, otherwise measurements will be taken ex-parte and thereafter, variation (addendum & corrigendum) & final bill of work executed till date of termination based on ex-parte final measurements shall also be processed ex-parte.

Yours faithfully

20/12/24

For and on behalf of the President of India

Annexure - XVII

FORM OF INSURANCE SURETY BOND

Performance Security

Name of the issuer of surety bond:

President of India,
Acting through Chief Engineer (Con)
N F Railway, Maliaon, Guwahati-781011

Beneficiary: FA & CAO/CON/MLG, North East Frontier Railway, Maligaon

Date:……
……..

Surety Bond No: …… Issue Date:……

Amount of Bond:…… Expiry Date:…….

WHEREAS, In consideration of the President of India acting through.....*(Designation & address of contract signing authority)*,……Railway,……, (hereinafter called "The Railway") having accepted the bid of M/S *XXXXX* hereinafter called the contractor, for the work of *XXX*" under invitation for bids No *XXXX* Dated *XXXXX*, Vide Letter of Acceptance No.

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of **Rs. *XXXX* (Rupees *XXXX* Only)**, in the form of Surety Bond, being a condition precedent to the signing of the contract agreement

SBNo: Date:

WHEREAS, we, _____, *(Name of insurance company)* hereinafter called the Surety, acting through [*Designation(s) of the authorised person of the Surety*], have, at the request of the **M/s. *XXXX*** contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We the undersigned [*Insert name(s) of authorized representatives of the Surety*], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of ***XXXX*** **(Rupees *XXXX* Only)** as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is *[insert date of issue]*. The Bond and our obligations under it will expire on ***XXXX*** *(Expiry Date)*. All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.

SBNo: Date:

12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICCPublicationNo.758.

13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, Inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

a. Our liability under this Surety Bond shall not exceed ***XXXX*** **(Rupees *XXXXX* Only)**

b. This Surety Bond shall be valid up ***XXXX*** *(being the date of expiry)*;

c. Unless the bank is served a written claim or demand on or before ***XXXX*** all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety

Dated the day of 2024

15. The Insurance Surety Bond shall be verified by sending mail to [customer.care@sbigeneral.in]

Place…….

Bank's Seal and authorized signature(s)
[Name in Block letters] ……
[Designation with Code No.]……

[P/Attorney] No.

Witness

1.

2.

* * * * *

Note: All italicized texts are for guidance on how to prepare this Insurance Surety Bond and shall be deleted from the final document.

Note : LOA No Must be mentioned by the Contractor in this Form