

# **rites ltd**

**E-TENDERING DOCUMENT**

**FOR WORKS**

**DECEMBER 2016**

## SECTION 1

### NOTICE INVITING TENDER AND INSTRUCTIONS TO TENDERERS

#### **1.0 GENERAL**

##### **1.1 Tender Notice**

Tenders are invited through E-Tendering system by RITES Ltd., a Public Sector Enterprise under the Ministry of Railways, acting for and on behalf of \_\_\_\_\_ (Employer) as an Agent / Power of Attorney Holder, from working contractors (including contractors who have executed works within the last five years reckoned from the scheduled date of opening of tender) of Railways, CPWD, MES, DOT, RITES, State PWD or any other Central / State Government Department, Central / State Government Undertaking or their subsidiaries, Municipal Body, Autonomous Body of Central/State Governments or Public Ltd., Companies listed on Stock Exchange in India or Abroad or subsidiaries of such companies for the work of .....

(Note : Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives are synonymous).

##### **1.2 Estimated Cost of Work**

The work is estimated to cost Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). The estimate is generally based on CPWD Delhi Schedule of Rates 20\_\_ \*/ MES\* / Railways\* / \_\_\_\_\_ PWD\* Schedule of Rates 20\_\_ enhanced by \_\_ % and on market rates for non-schedule items. This Estimate, however, is given merely as a rough guide.

*\* Fill in the year, the percentage of enhancement, name of State (in case of PWD) and strike out whichever is not applicable*

##### **1.3 Time for Completion**

The time allowed for completion will be \_\_\_\_\_ months from the date of start which is defined in Schedule F under Clause 5.1(a) of Clauses of Contract.

##### **1.4 Brief Scope of Work \_\_\_\_\_**

##### **1.5 Availability of Site**

The site for the work is available\*/ shall be made available in parts, as specified below\*:

*\*strike out whichever is not applicable and state the time-schedule of making parts of site available, if applicable*

##### **1.6 Deadline for submission of bids: \_\_\_\_\_ Hrs on \_\_\_\_\_**

The Employer may extend the deadline for submission of Tenders by issuing an amendment in writing in accordance with Clause 6.3 in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will be subject to new deadline.

- 1.7 Date & Time of opening of bids: \_\_\_\_\_ Hrs on \_\_\_\_\_
- 1.8 Pre-bid Query Receipt Start time & date: \_\_\_\_\_ Hrs on \_\_\_\_\_
- 1.9 Pre-bid Query Receipt End Time & date: \_\_\_\_\_ Hrs on \_\_\_\_\_

## 2.0 QUALIFICATION CRITERIA TO BE SATISFIED

- 2.1 The Qualification Criteria to be satisfied are given at **Annexure I** enclosed.
- 2.2 The Qualification Criteria to be satisfied will depend on the category of works, whether Small, Normal or Large. Small Works are those costing upto and including Rs. 3 Crores. Normal Works are those costing above Rs. 3 Crores and upto & including Rs.100 Crores each and Large Works are those costing more than Rs.100 Crores. The work for which the Tender is being invited falls under the category of Small\*/Normal\* / Large\*.  
(\* *Strike out whichever is not applicable*)
- 2.3 The Qualification Criteria to be satisfied will also depend on whether the Work falls in Normal area or Difficult area. Difficult area includes North East States, Jammu & Kashmir, Andaman & Nicobar Islands and the 60 districts requiring Integrated Action Plan of Government of India (List available at Annexure X ). Normal area covers all areas other than Difficult area. The work for which this Tender has been invited falls under \*Normal / \*Difficult area.  
  
(\**Strike out whichever is not applicable*).
- 2.4 In this Tender Joint Venture is \* allowed / \*not allowed.  
(\**Strike out whichever is not applicable; In case JV is not allowed, except the first line, the rest of clause 2.4 will be deleted.*)  
In case Joint Venture is allowed the following will apply :
- a) If JV is successful in the Bid, the Contract will be awarded in the name of JV. The JV Agreement should be executed within 15 days of receipt of Letter of Acceptance and the JV Agreement duly registered in accordance with law so as to be legally valid and binding on the members. The JV shall also open a Bank account in the name of JV and all payments due to the JV shall be credited by the Employer to that account only. To facilitate statutory deductions such as towards Income Tax, VAT etc. made from the amounts due to the JV being credited to the concerned Government Departments, the JV shall arrange to obtain in the name of JV, PAN/TIN etc as required.
- b) Bid submitted by a Joint Venture of two or more firms as Partners/Members shall be accompanied by the following documents :

i) A copy of Joint Venture MOU/Agreement duly notarized so as to be legally valid and binding on all the Partners/Members and incorporating the following provisions (Suggested format at **Annexure II**) should be uploaded:

- The Bid and, in case of a successful Bid, the Agreement shall be signed so as to be legally binding on all Partners/Members.
- One of the Partners/Members shall be nominated as being in charge and this authorization shall be evidenced by submitting Power of Attorney signed by legally authorized signatories of all the Partners/Members.
- The Partner-in-charge/Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners/members of the Joint Venture and the entire execution of the Contract, shall be done exclusively with the Partner in charge.
- All the partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization through a Power of Attorney in favour of the Partner-in-charge/Lead Member as well as in the Bid and in the Agreement (in case of a successful bid).
- Indication of the precise responsibility of all Partners/Members of the Joint Venture in respect of planning, design, construction equipment, key personnel, work execution and financing of the Project duly indicating the percentage in financing of JV by each Partner.
- In the case of Large Works, the maximum number of Partners can be only three and the Partner-in-Charge/Lead Member shall have more than 50% participation in financing of the JV and each of the other Members minimum 20% participation in financing of JV. In case of 'Normal Works', the Partner-in-Charge/Lead Partner shall be responsible for 100% financing of the J.V.
- All partners/members of the JV shall comply with the provisions in the Integrity Pact and any violation of the Pact by any partner/member shall be construed as a violation by the JV.

ii) Power of Attorney in favour of the Partner-in-charge/Lead Member on the lines mentioned in item "a" above.(Suggested format at **Annexure IV**).

2.5 The documents to be furnished by the Bidder to prove that he is satisfying the Qualification Criteria laid down should all be in the Bidder's name, except in cases where though the name has changed, the owners continued to remain the same and in cases of amalgamation of entities.

### **3.0 FORMAT AND CHECK LIST FOR SUBMISSION OF INFORMATION ON QUALIFICATION CRITERIA**

3.1 The information to be furnished and the documents to be enclosed shall be as per Clause 28.0 hereinafter.

### **4.0 CONTENTS OF TENDER DOCUMENT**

- 4.1 Each set of Tender or Bidding Document will comprise the Documents listed below and addenda issued in accordance with clause 6:

**PART – 1 :- Technical Bid Packet**

(Read with Correction Slip Nos.1 to \_\_\_\_\_)

- Section 1 Notice Inviting Tender and Instructions to Tenderers including Annexures
- Section 2 Tender and Contract Form. **[DELETED]**
- Section 3 Special Conditions.
- Section 4 Schedules A to F
- Section 5 Technical Specifications
- Section 6 Drawings

**PART – 2 :- Financial Bid Packet**

Schedule of Quantities (Bill of Quantities)

**PART – 3:- General Conditions of Contract**

(read with correction Slip Nos. 1 to \_\_\_\_\_)

- Section 7 Conditions of Contract
  - Section 8 Clauses of Contract
  - Section 9 RITES Safety Code
  - Section 10 RITES Model Rules for protection of Health and Sanitary arrangements for Workers
  - Section 11 RITES Contractor’s Labour Regulations
- 4.2 Part-3: General Conditions of Contract (Compilation of Sections 7 to 11) as also Correction Slips to GCC are available on RITES website <www.rites.com> under the link ‘Tenders’
- 4.3 Part 3 of the tender, i.e., General Conditions of Contract (Compilation of Sections 7 to 11) is not uploaded as a part of this tender document because as stated in sub-clause 4.2 above, the same is available separately on RITES’ website and can be seen / downloaded from there. The bidder need not submit / upload Part1 and Part 3 of the tender as a part of his offer but he must, nevertheless, read the same. It shall be presumed that the bidder has read the contents of Part 1: Technical Bid Packet and Part 3: General Conditions of Contract and upto date Correction Slips thereto and the same will be binding upon him. The successful bidder will be required to sign the complete tender document i.e., Part1,Part2, Part3 and Correction Slips, if any, thereto.

**5.0 ACCESSING / PURCHASING OF BID DOCUMENTS**

- a) To participate in the E–Bid submission for RITES, it is mandatory for the bidders to get their firms registered with E–Procurement portal <https://rites.eproc.in>.
- b) Bidder should enroll themselves on the E-Procurement portal by clicking the option “New Registration” link available on the home page. A ***Bidder Registration*** link containing the detailed guidelines for e-procurement system is available on the RITES E-Procurement

*portal*. During registration, the bidders should provide the correct/true information including a valid email-id. All correspondence shall be made directly with the contractors/bidders through the email-id provided. The registration charges are INR 4382.04 (Inclusive of Taxes) and this is required to be paid to M/s C1 India Pvt. Ltd. through integrated E-payment gateway. The registration will be approved only after receipt of payments. Validity of registration is for three years. In case of any difficulty faced during registration you are requested to contact e-Tendering Helpdesk Number provided on E-Procurement portal.

- c) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>.
- d) Bidders can view / download Part-1 and Part-2 of bid documents from RITES E-Procurement portal <https://rites.eproc.in> or RITES website <http://www.rites.com> and Part-3 of the bid documents from RITES website.
- e) Bidder shall ensure use of registered Digital Signature Certificate (DSC) only and safety of the same.
- f) Following may be noted:
  - Bids can be submitted only during validity of registration of bidder with RITES E-Procurement portal.
  - The amendments / clarifications to the bid document, if any, will be posted on E-Procurement portal / RITES website only.
  - If the firm is already registered with E-procurement portal of RITES and validity of registration has not expired, the firm is not required for fresh registration.
- g) In case the Digital Signature Certificate (DSC) holder who is digitally signing the bid and the person having Authority to Sign as per Clause 11 are different, even then all the terms and conditions of the tender document will be binding upon the bidder.

#### 5.1 Clarifications on Tender Documents

A prospective Tenderer requiring any clarification on the Tender Document may notify through queries, on line only within the specified period (refer clauses 1.8 and 1.9 hereinbefore)

Request for clarifications including request for Extension of Time for submission of Bid, if any, must be received not later than 10 (ten) days prior to the deadline for submission of tenders. Details of such queries raised and clarifications furnished will be uploaded in RITES website without identifying the names of the Bidders who had raised the queries. Any modification of the Tender Document arising out of such clarifications will also be uploaded on RITES website.

#### 6.0 AMENDMENT OF TENDER DOCUMENT

- 6.1 Before the deadline for submission of tenders, the Tender Document may be modified by RITES Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.
- 6.2 Addendum/corrigendum, if any, will be hosted on website / E-procurement portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/ corrigendum to the tender document which may be uploaded upto 7 days prior to the deadline for submission of Tender as finally stipulated.
- 6.3 To give prospective Tenderers reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by RITES.

## **7.0 PREPARATION AND SUBMISSION OF BIDS**

- (a) Part-1 and Part-2 of tender document may be downloaded from E-procurement portal of RITES and Part 3 from RITES website, well before the deadline for submission of bids. The bids ( Part-2 only) alongwith the information and documents specified in clause 28 hereinafter, shall be submitted online following the instructions appearing on the screen. Part-1 and Part-3 of the tender document need not be submitted online but it shall be deemed to have been submitted. *Users are requested to map their system as per the System settings available on the link "System Requirement and Registration Manual" on the E-Procurement portal.*
- (b) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidders are advised that prior to bid submission they should read the Bid Submission manual available on E-Procurement portal on RITES website.
- (c) Bidders must ensure that all the pages of the documents mentioned in Clause 28 must be signed & stamped by authorised signatory and serially numbered.
- (d) The bids shall be submitted online following the instructions appearing on the screen. Bidders may insert their eToken/SmartCard in their computer and Log onto E-procurement portal using the User-Id and Password chosen during registration. Then they may enter the password of the eToken/SmartCard to access the DSC.
- (e) Prior to bid submission, bidder should get ready with the documents to be uploaded as part of the bid as indicated in the tender document/schedule. Generally they can be in Excel/PDF/ZIP formats. No other format is accepted. If there is more than one PDF document, then they can be clubbed together in a ZIP file for uploading. Maximum Single file size permitted for uploading is 20 MB. One can upload multiple of such files in case information to be uploaded in single file exceeds 20MB.

(f) **Cost of Tender Document & Earnest Money deposit (EMD)**

During bid submission the bidder has to select the payment option as **offline** to pay the cost of tender document and EMD and enter details of the instruments. In case of exemption from payment of cost of tender document and EMD as a matter of Govt. Policy, the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission. The onus of proving that the bidder is exempted from payment of cost of tender document and/or EMD lies on the bidder. In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by RITES as a valid bid. If later, it is discovered from the uploaded documents that bidder is not exempted from payment of cost of tender and/or EMD, his bid shall be treated as non-responsive.

- **Cost of Tender Document:** The cost of tender document is Rs. .... (Rupees ..... Only) **which is non refundable.** It shall be in the form of a Banker's Cheque/ Pay Order/ Demand Draft favoring "RITES Ltd." issued by a scheduled commercial bank, payable at Gurgaon / Delhi. No other mode of payment will be accepted.
- **Earnest Money deposit (EMD) -** The bids shall be accompanied by total Earnest Money Deposit (EMD) of Rs.....(Rupees .....only) in the form specified in Clause 9 hereinafter.

Upload scanned copy of acceptable instruments for EMD and cost of Tender document in different files (Either in PDF or zip format) during on-line submission of Bid. These documents shall be deposited in "ORIGINAL" in a sealed envelope within a week from the date of opening to :

.....  
.....

Failing which the bid shall be rejected and the bidder shall be debarred from tendering in RITES Ltd. for a period of 02 (two) years, unless the lapse is condoned by the Accepting Authority at the request of the bidder for valid reasons. The envelope should bear the tender details (tender no., tender name etc.).

- (g) The bid should be submitted online in the prescribed format. No other mode of submission is accepted.
- (h) Bid shall be digitally signed by a representative of the bidder and submitted "on-line". No hard copy of the documents (except those specifically asked for in the tender document) are required to be submitted.
- (i) The bidders will have to accept unconditionally the online user portal agreement which contains the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder.



- (j) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the tender/bid document including terms and conditions without any exception and have understood the entire document and are clear about tender requirements which will be binding upon the bidder.
- (k) The bidders are requested to submit the bids through online e-tendering system before the deadline for submission of bids (as per Server System Clock displayed on the portal). RITES will not be held responsible for any sort of delay or the difficulties faced during online submission of bids by the bidders at the eleventh hour.
- (l) The bidder may seek clarification online only within the specified period. The identity of bidder will not be disclosed by the system. RITES Ltd. will clarify the relevant queries of bidders as far as possible. The clarifications given will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of “Pre Bid Query Receipt Start Date and Time” till “Pre Bid Query Receipt End Date and Time”.

## **8.0 TENDER VALIDITY**

- 8.1 The Tender shall be valid for a period of 90 days from the due date for submission of Tender or any extended date as indicated in sub para below.
- 8.2 In exceptional circumstances, during the process of evaluation of tenders and prior to the expiry of the original time limit for Tender Validity, the Employer may request that the Tenderers may extend the period of validity unconditionally for a specified additional period. The request and the tenderer’s response shall be made in writing/ e-mail. A Tenderer may refuse the request without forfeiting his Earnest Money. A Tenderer agreeing to the request will not be permitted to modify his Bid but will be required to extend the validity of the Earnest Money for the period of the extension.

## **9.0 EARNEST MONEY**

- 9.1 The Tender should be accompanied by earnest money of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) (1% of the estimated cost subject to a maximum of Rs.25 lakhs) in any one of the following forms :

Banker’s Cheque / Pay Order / Demand Draft issued by any Scheduled Commercial Bank drawn in favour of RITES Ltd. and payable at Gurgaon / Delhi / \_\_\_\_\_

- 9.2 Any Tender not accompanied by scanned copies of the instruments for payment of Earnest Money and cost of tender document in an acceptable form shall be rejected by the Employer as non-responsive.

### 9.3 Refund of Earnest Money

The Earnest Money of the Tenderers whose Technical Bid is found not acceptable will be returned without interest soon after scrutiny of Technical Bid has been completed by the Employer subject to provisions of Clause 9.4 (b). The Earnest Money of the Tenderers whose Technical Bid is found acceptable but who are neither the lowest nor the second lowest will be returned without interest within 07 days of opening of Financial Bid. The Earnest Money of the remaining unsuccessful bidders will be released within seven days of the Accepting Authority's decision on acceptance or otherwise of the tender subject to provisions of Clause 9.4 (b). . The bidder shall submit RTGS/NEFT Mandate Form as per performa given in Annexure VII, dully filled in.

### 9.4 The Earnest Money is liable to be forfeited

- a) if after bid opening, but before expiry of bid validity or issue of Letter of Acceptance, whichever is earlier, any Tenderer
  - i. withdraws his tender; or
  - ii. makes any modification in the terms and conditions of the tender which are not acceptable to the Employer.

b) in case any information/document which may result in the tenderer's disqualification is concealed by the Tenderer or any statement/information/document furnished by the Tenderer or issued by a Bank/Agency/third party and submitted by the tenderer, is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party.

- c) in the case of a successful Tenderer, if the Tenderer

fails to furnish the Performance Guarantee within the period specified under Clause 1 of "Clauses of Contract". or

fails to commence the work without valid reasons within the period as specified in Schedule F after the date of issue of Letter of Acceptance or from the first date of handing over of the site, whichever is later.

In case of forfeiture of Earnest Money as prescribed hereinabove, the Tenderer shall not be allowed to participate in the retendering process of the work.

## **10.0 MODIFICATION/ SUBSTITUTION/ WITHDRAWL OF BIDS**

10.1 The Tenderers shall submit offers which comply strictly with the requirements of the Tender Document as amended from time to time as indicated in Clause 6.0 above. Alternatives or any modifications by the tenderer shall render the Tender invalid.

10.2 The bidder can modify, substitute, re-submit or withdraw its E-bid after submission but prior to the deadline for submission of bids. No Bid shall be modified, substituted or withdrawn by the bidder on or after the deadline for submission of bids. Withdrawal of bid after the deadline for submission of bids would result in the forfeiture of EMD.

- 10.3 Any modification in the Bid or additional information supplied subsequently to the deadline for submission of bids, unless the same has been explicitly sought for by RITES, shall be disregarded.
- 10.4 For modification of E-bid (Technical Bid), bidder has to detach its old bid from E-procurement portal and upload / re-submit digitally signed modified bid.
- 10.5 For withdrawal of bid, bidder has to click on withdrawal icon at E-procurement portal and can withdraw its E-bid.
- 10.6 After the bid submission on the portal, an acknowledgement number will be generated by the system which should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening.
- 10.7 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for bid submission, in the e-tender system. The bidders should follow this time during bid submission.
- 10.8 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & will not be viewable by any one until the date & time specified for bid opening.
- 10.9 The bidder should logout of the tendering system using the normal logout option available in the portal and not by selecting the (X) exit option in the browser.

## **11.0 AUTHORITY TO SIGN**

- a) If the applicant is an individual, he should sign above his full type written name and current address.
- b) If the applicant is a proprietary firm, the Proprietor should sign above his full type written name and the full name of his firm with its current address.
- c) If the applicant is a firm in partnership, the Documents should be signed by all the partners of the firm above their full type written names and current addresses. Alternatively the Documents should be signed by the person holding Power of Attorney for the firm in the Format at **Annexure III**.
- d) If the applicant is a limited Company, or a Corporation, the Documents shall be signed by a duly authorized person holding Power of Attorney for signing the Documents in the Format at **Annexure III**.
- e) If the applicant is a Joint Venture, the Documents shall be signed by the Lead Member holding Power of Attorney for signing the Document in the Format at **Annexure IV**. The signatory on behalf of such Lead Partner shall be the one holding the Power of Attorney in the Format at **Annexure III**.

## 11.1 Points to be kept in mind while preparing the bid

While filling in Qualification Information documents and the Financial Bid, following should be kept in mind:

- i. There shall be no additions or alterations except those to comply with the instructions issued by the Employer or as necessary to correct errors, if any, made by the Tenderers.
- ii. Conditional Offer/ Tender will be rejected. Unconditional rebate/ discounts in the Financial offer will however be accepted.
- iii. The Employer reserves the right to accept or reject any conditional rebate/discounts. While evaluating the Bid Price, the conditional rebates/discounts which are in excess of the requirements of the bidding documents or otherwise result in accrual of unsolicited benefits to the Employer, shall not be taken into account.
- iv. In case of Item Rate Tenders, if the same item figures in more than one section/part of Schedule of Quantities, the Tenderer should quote the same rate for that item in all sections/parts. If different rates are quoted for the same item, the least of the different rates quoted only shall be considered for evaluation of that item in all sections/parts of the Schedule of Quantities.
- v. In case the bidder does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as **Zero** and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly.
- vi. In case of credit items/recovery items/deduction items for which the bidder has to pay the amount to RITES/Employer, the rate quoted by the bidder shall be taken as negative (irrespective of whether the bidder has put a negative sign or not) and the negative amount so calculated shall be considered to work out the total bid amount.

## 11.2 Integrity Pact

- (i) The Bidder/Contractor is required to enter into an Integrity Pact with the Employer, in the Format at **Annexure VI**. The Integrity Pact enclosed as **Annexure VI** will be signed by RITES for and on behalf of Employer as its Agent/Power of Attorney Holder at the time of execution of Agreement with the successful Bidder. While submitting the Bid, the Integrity Pact shall be signed by the duly authorized signatory of the Bidder/Lead Member of JV. In case of failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.
- (ii) In case of any contradiction between the Terms and Conditions of the Bid Document and the Integrity Pact, the former will prevail.

Provided always that provision of this Clause 11.2 – Integrity Pact, shall be applicable only when so provided in Clause 11.2A below which will also stipulate the name and address of the Independent External Monitor as well as the Name, designation and address of the official nominated by the Employer to act as the

Liaison Officer between the Independent External Monitor and the Engineer-in-Charge as well as the Contractor.

- 11.2A Whether Clause 11.2 (Integrity Pact) shall be applicable \*YES / \*NO  
*\*Strike out whichever is not applicable*

If Yes, Name and Address of the Independent External Monitor (In case estimated cost put to tender is above Rs.10 crores or more)

Name, Designation and Address of RITES' Liaison Officer

## **12.0 TENDER OPENING, EVALUATION AND CLARIFICATIONS**

- 12.1 The Employer will open all the Tenders received, in the presence of the Tenderers or their representatives who choose to attend at \_\_\_\_ Hrs. on \_\_\_\_\_ in the office of \_\_\_\_\_. In the event of the specified date of the opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time and location on the next working day.
- 12.2 Opening of bids will be done through online process. RITES reserves the right to postpone or cancel a scheduled bid opening at any time prior to its opening. Information of the same will be displayed at RITES E-procurement portal.
- 12.3 Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who choose to attend on opening date and time. Also the bidders can participate online during the bid opening process from their remote end through their dashboard. The bidder's representatives, who are present, shall sign in an attendance register. RITES shall subsequently examine and evaluate the bids in accordance with the provision set out in the tender document.
- 12.4 It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work. Additionally, information shall also be sent by system generated e-mail to bidder regarding deficiencies in the documents, if any and also request for clarification from the bidder. A system generated SMS alert will also be sent to the bidder. No separate communication will be sent in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of deficient documents or confirmatory documents within prescribed time.
- 12.5 The bids will be evaluated for qualifying criteria as mentioned in Clause 2 hereinbefore. RITES shall not be responsible for any postal delay in receipt of all original documents including the cost of tender document and EMD. In case of non-receipt of these documents in original within the aforesaid period, the bid will be treated as non-responsive.

## **12.6 Two Packet System**

- (a) (i) Envelope 1 containing scanned copy of Earnest Money alongwith Mandate Form as per Annexure VII and Cost of Tender Document of all the Tenderers will be opened first and checked. If Earnest Money and cost of Tender Document are not furnished as per tender stipulations, the Envelope 2 of PACKET A (Technical Bid) and PACKET B (Financial Bid) will not be opened and the bid will be considered as non-responsive and rejected. The Envelope 2 of PACKET A (Technical Bid) of other Tenderers who have furnished scanned copies of Earnest Money and cost of Tender document as per tender stipulations will then be opened.
- (b) The Employer will scrutinize the Technical Bids accepted for evaluation to determine whether each Tenderer
  - (i) has submitted ‘Authority to sign’ as per Clause 11.0 above and Integrity Pact (where applicable) duly signed and witnessed as per Clause 11.2 above;
  - (ii) meets the Qualification Criteria stipulated in Clause 2.0; and
  - (iii) conforms to all terms, conditions and specifications of the Tender Document without any modifications or conditions.
- (c) If required, the Employer may ask any such Tenderer for clarifications on his Technical Bid. The tenderer shall furnish the same online only. If a Tenderer does not submit the clarification/document requested, by the date and time set in the Employer’s request for clarification, the bid of such Tenderer is likely to be rejected. PACKET B (Financial Bid) of Tenderers whose Technical Bids are not found acceptable will not be opened. Such tenderers will be informed about non-acceptance of their Technical Bid through e-mail. The tenderers whose Technical Bids are found acceptable will be advised accordingly and will also be intimated through e-mail the time and date and place where and when PACKET B (Financial Bid) will be opened.
- (d) At the appointed place, time and date, in the presence of the Tenderers or their representatives who choose to be present, the Employer will open the envelopes containing the PACKET B (Financial Bid).

## **12.7 Single Packet System**

- (a) Envelope 1 containing scanned copy of Earnest Money alongwith Mandate Form as per Annexure VII and cost of tender document of all the Tenderers will be opened first and checked. If Earnest Money and cost of Tender Document are not furnished as per tender stipulations, the Envelope 2 of Technical bid and Envelope 3 containing Financial bid will not be opened and the bid will be rejected as non-responsive. The Envelope 2 containing Technical Bid and Envelope 3 containing Financial Bid of other Tenderers who have furnished scanned copies of Earnest Money and cost of Tender document as per tender stipulations will then be opened.

## **12.8 Mere Opening of Bid to be No Guarantee of its Validity**

In both Single Packet and Two Packet systems, it may be noted that mere opening of a bid

does not mean that the bid has to be considered by RITES as a valid bid. All bids will be evaluated to decide whether the bids are responsive or non-responsive.

### **13.0 INSPECTION OF SITE BY THE TENDERERS**

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders, as to the nature of the ground and sub-soil (as far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their Tender. A Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc. will be issued to him by the Employer and local conditions and other factors having a bearing on the execution of the work.

### **14.0 EMPLOYER'S RIGHT ON ACCEPTANCE OF ANY TENDER**

- (i) If required, the Employer may ask any Tenderer the breakdown of unit rates. If the Tenderer does not submit the clarification by the date and time set in the Employers request for clarification, such Tender is likely to be rejected.
- (ii) The competent authority on behalf of the Employer does not bind himself to accept the lowest or any other Tender and reserves to himself the authority to reject any or all the Tenders received without the assignment of any reason. All Tenders in which any of the prescribed conditions is not fulfilled or any condition is put forth by the Tenderer shall be summarily rejected.

### **15.0 CANVASSING PROHIBITED**

Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable to rejection.

### **16.0 EMPLOYER'S RIGHT TO ACCEPT WHOLE OR PART OF THE TENDER**

The competent authority on behalf of the Employer reserves to himself the right of accepting the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.

## **17.0 MISCELLANEOUS RULES AND DIRECTIONS**

- 17.1 The Tenderer shall not be permitted to tender for works if his near relative is posted as Associated Finance Officer between the grades of AGM(F) and J.M (F) in the concerned

SBU Unit of RITES or as an officer in any capacity between the grades of GGM/GM and Engineer (both inclusive) of the concerned SBU of the Employer. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the organization of the Employer. Any breach of this condition by the Tenderer would render his Tender to be rejected.

No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Organisation of the Employer is allowed to work as a contractor for a period of one year after his retirement from the Employer's service without the previous permission of the Employer in writing. The contract is liable to be cancelled if either the Contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Employer as aforesaid before submission of the tender or engagement in the Contractor's service.

- 17.2 If required by the Employer, the Tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful Tenderers shall return all the drawings given to them.
- 17.3 In the case of any Item rate tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the Tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
- 17.4 Sales-tax/VAT (except Service Tax), purchase tax, turnover tax or any other tax/ Cess on material, labour and Works in respect of this Contract shall be payable by the Contractor and the Employer will not entertain any claim whatsoever in respect of the same. However, in respect of Service Tax, same shall be paid by the Contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the Contractor.
- 17.5 Each Bidder shall submit only one Bid either as an individual or as a Proprietor in a Proprietary firm or as a Partner in a Partnership firm or as a Director of a limited Company/Corporation or as a Partner in a Joint Venture. Any Bidder who has submitted a Bid for a work, shall not be a witness for any other Bidder for the same work. Failure to observe the above stipulations would render all such Tenders submitted as a Bidder and / or as a witness, liable to summary rejection.
- 17.6 The Contractor shall be fully responsible for all matters arising out of the Performance of the Contract and shall, at his own expense, comply with all laws/ acts/ enactments/ orders/ regulations/ obligations whatsoever of the Government of India, State Government, Local Body and any Statutory Authority.
- 17.7 In case the bidder does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for



- such item(s) shall be considered as **Zero** and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly.
- 17.8 In case of credit items/recovery items/deduction items for which the bidder has to pay the amount to RITES/Employer, the rate quoted by the bidder shall be taken as negative (irrespective of whether the bidder has put a negative sign or not) and the negative amount so calculated shall be considered to work out the total bid amount.

## **18.0 SIGNING OF CONTRACT AGREEMENT**

- 18.1 The Tenderer whose tender has been accepted will be notified of the award by the Employer by issue of a 'Letter of Acceptance' prior to expiration of the Bid Validity period.

The Letter of Acceptance will be sent to the Contractor in two copies one of which he should return promptly, duly signed and stamped. The Letter of Acceptance will be a binding Contract between the Employer and the Contractor till the formal Contract Agreement is executed.

- 18.2 Within the period as specified in Clause 1 of 'Clauses of Contract', from the date of issue of Letter of Acceptance, the successful Tenderer shall deliver to the Employer, Performance Guarantee and Additional Performance Guarantee (where applicable) in the format prescribed.
- 18.3 The Tenderer whose Tender is accepted shall be required to submit at his cost stamp papers of appropriate value as per the provisions of Indian Stamp Act within 15 days of the date of issue of Letter of Acceptance.
- 18.4 At the same time the Employer notifies the successful Tenderer that his Tender has been accepted, the Employer will direct him to attend the Employer's office within 28 days of issue of Letter of Acceptance for signing the Agreement in the proforma at **Annexure V**. The Agreement will however be signed only after the Contractor furnishes Performance Guarantee and Additional Performance Guarantee (where applicable) and hence, where justified, the period of 28 days stipulated above will be extended suitably.

## **19.0 Pre Qualification Performa**

The bidder shall fill the pre qualification performa at Annexure IX. The bid will be evaluated only considering those details and corresponding documents as mentioned in Annexure IX and no other details/ certificate/ document will be taken in to consideration while evaluating the bid to decide whether the bidder is qualified or not. For similar work experience the details of only those works mentioned in Annexure IX may be given in Performa no. 1 attached to Annexure-I.

## **20.0 Brief Notice Inviting e-Tenders**

.....(Designation of the officer), RITES Ltd invites on behalf of ..... Online item rate/ percentage rate/ item rate + percentage rate/ lump sum bids on single/ two packet system for the following work

S. No.	NIT No.	Name of work & Location	Cost of Tender Document	Estimated Cost put to bid	Earnest Money	Period of Completion	Last Date & time of submission of bid, EMD, cost of tender document and other Documents as specified in the press notice	Time & Date of opening of bid
1	2	3		4	5	6	7	8

- 21.0 The bid document consisting of tender drawings, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen on website [www.rites.com](http://www.rites.com) free of cost.
- 22.0 After submission of the bid the bidder can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
- 23.0 While submitting the revised / modified Financial bid, the bidder can revise / modify the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
- 24.0 The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:
- (i) The bidder is found ineligible.
  - (ii) The bidder does not upload all the documents as stipulated in the bid document including the undertaking about deposition of physical EMD of the scanned copy of EMD uploaded.
  - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
  - (iv) The bidder does not deposit physical instruments of EMD within a week of opening of technical bid.
- 25.0 Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
- 26.0 The intending bidder must have valid Class-III digital signature to submit the bid.

- 27.0 On opening date, the bidder can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- 28.0 **List of Documents to be scanned and uploaded within the period of bid submission:-**
1. Banker's Cheque/ Pay Order/ Demand Draft towards cost of Tender Document in accordance with Clause 7.0 (f) hereinbefore  
OR  
Document in support of exemption from payment of cost of Tender Document
  2. Banker's Cheque/ Pay Order/ Demand Draft towards Earnest Money Deposit (EMD) in accordance with Clause 9 hereinbefore  
OR  
Document in support of exemption from payment of EMD
  3. Authority to Sign (if required as per Clause 11.0 hereinbefore) in the format given at Annexure III / Annexure IV as applicable.
  4. Documents in support of meeting the criterion of Annual Financial Turnover in accordance with Para 1 of Annexure I.
  5. Certificates in support of meeting the criterion of Similar Work Experience in accordance with Para 2(a) of Annexure I.
  6. Details of Similar works completed in the format given at Performa 1 in Annexure I.
  7. Certificates in support of meeting the criterion of Construction Experience in key activities / specified components in accordance with Para 2(b) of Annexure I.
  8. Solvency Certificate in accordance with Para 3(i) of Annexure I.
  9. Documents (Audited Balance Sheets, Profit & Loss Statements and Auditor's Reports) in support of meeting the Profitability criterion in accordance with Para 4 of Annexure I.
  10. Documents in support of meeting the criterion of Net Worth in accordance with Para 5 of Annexure I.
  11. Declaration by the Bidder in the format given in Performa 3 of Annexure I.
  12. Integrity Pact as per Annexure VI including Annexure A thereof.
  13. RTGS/NEFT details as per Annexure- VII
  14. Annexure IX duly filled in.
  15. Self-attested copy of a certificate, confirming that the applicant is working contractor or has executed any work within the last five years reckoned from the date of opening of tender, issued by Railways, CPWD, MES, DOT, RITES, State PWD or any other Central / State Government Undertaking, Municipal Body of Central / State Government or Public Limited Company listed in Stock Exchange in India & Abroad.
  16. Self-Attested Copy of Partnership Deed/ Memorandum and Articles of Association of the firm.
  17. Self-Attested copy of Corrigendum(s), if any.
  18. Any other document if specified in the correction slips to the Tender Document.
  19. Self-certified copy of the Joint Venture Agreement/Memorandum of Understanding as per Annexure II & Annexure IV (where Joint Venture is allowed)
  20. Power of Attorney in favour of Lead Member as the Lead Member of JV executed by the authorized representatives of all the members of JV (where Joint Venture is allowed).
  21. Self-attested copy of a certificate, confirming that the Partners including Lead Partner duly signed by the Authorized representative of each Partner/Member of Joint Venture is a working contractor or has executed any work within the last five years reckoned from

the date of opening of Tender, issued by Railways, CPWD, MES, DOT, RITES, State PWD or any other Central/State Government Undertaking, Municipal Body, Autonomous Body of Central or State Government or Public Limited Company listed on NSE/BSE (where Joint Venture is allowed).

22. Self attested copy of Sales Tax, Works Contract Tax, Service Tax Registration Certificate (As applicable).

Note: - Any clarification / deficient document(s) sought by RITES Ltd. as per Clause 12.4 & Clause 12.6 (c) shall be submitted by the bidder online only.

**29.0 List of Documents to be submitted physically by Lowest (L1) Bidder within a week of the opening of Financial Bid:-**

1. Self-attested copy of PAN/TAN issued by income Tax Department
  2. Self-attested copy of registration under Labour Laws like PF, ESI etc.
  3. Self-attested copy of ISO 9000 Certificate. (if any)
  4. Self-attested copies of all the documents specified in Clause 28.0 above.
- 30.0 RITES Ltd. may approach any Bank, Individual, Employer, Firm or Corporation, whether mentioned in the documents submitted by bidders or not, to verify the credentials and general reputation of the bidder and where JV is allowed the credentials and general reputation of lead member & each Member of Joint Venture.

**QUALIFYING CRITERIA FOR WORKS CONTRACTS**

**1. Annual Financial Turnover**

The bidder should have achieved a minimum annual financial turnover of Rs. \_\_\_\_\_ in any one of the last 3 Financial Years.

Notes:

- The financial turnover will be taken as given under the head “Income” in audited Profit and Loss Account and excluding non-recurring income, income from other sources and stock. It is clarified that the Financial Turnover means relevant revenue as recorded in the Income side of Profit and Loss Account. It does not mean Profit.
- Closing stocks in whatsoever manner should not form part of turnover.
- Weightage of 7% (compounded annually) shall be given for equating the financial turnover of the previous years to the current year.
- For considering the Financial Years, for example for a work for which the Tender is being opened in Financial Year 2014-15, the last three Financial Years will be 2013-14, 2012-13 and 2011-12. For a Tender opened on (say) 05.09.14 (F.Y. 2014-15), with weightage of 7% compounded annually, the weightages to be applied on the Turnover of the previous three Financial Years will be : F.Y. 2013-14 = 1.070; F.Y. 2012-13 = 1.145; F.Y. 2011-12 = 1.225.
- The Bidder should furnish Annual Financial Turnover for each of the last 3 Financial Years in tabular form and give reference of the document (with page no.) relied upon in support of meeting the Qualification Criterion.
- The Bidder should submit self attested copy of Auditor’s Report along with Balance Sheet and Profit and Loss Statement along with Schedules for the relevant Financial Year in which the minimum criterion is met. Provisional audit reports or certified statements will not be accepted.
- If the Audited Balance Sheet for the immediately preceding year is not available in case of tender opened before 30th Sept., audited Balance Sheets, Profit and Loss Statements and other financial statements of the three Financial Years immediately preceding the previous Financial Year may be adopted for evaluating the credentials of the Bidder.
- In case JV is permitted the following provisions will apply:

**Large Works**

For each Partner, the highest Annual Turnover in any of the last three Financial Years will be considered and the weighted figure for the current Financial Year will be worked out as described in Para 1 (Note 3). This should not be less than the figure arrived at by multiplying the minimum Annual Turnover stipulated for the Bidder in Qualification Criterion multiplied by the percentage of Financial participation by that partner in the JV. Each partner should satisfy this requirement and thus automatically JV will satisfy the criterion of minimum Annual Turnover.

### **Normal Works**

The Partner-in-charge/Lead Member shall singly meet this criterion.

## **2. WORK EXPERIENCE**

### **a) Similar Works Experience**

#### **(i) For works in normal areas (other than difficult areas)**

The Bidder should have satisfactorily completed in his own name or proportionate share as a member of a Joint Venture, at least one similar work of minimum value of Rs. \_\_\_\_ OR at least two similar works each of minimum value of Rs. \_\_\_\_ OR at least three similar works each of minimum value of Rs. \_\_\_\_ during the last 5 (five) years prior to the last stipulated date for submission of the Bid. Works completed prior to the cut off date shall not be considered.

Or

#### **(ii) For works in difficult areas (Refer Clause 2.3)**

The Bidder should have satisfactorily completed in his own name or proportionate share as a member of a Joint Venture, at least one similar work of minimum value of Rs. \_\_\_\_ OR at least two similar works each of minimum value of Rs. \_\_\_\_ during the last 5 (five) years prior to the last stipulated date for submission of the Bid. Works completed prior to the cut off date shall not be considered.

*(Strike out (i) or (ii) as applicable).*

### **Similar Works**

Similar Works shall mean the work of \_\_\_\_\_ carried out in India.

#### **aa) In case of railway works involving one or more components like Earthwork, Bridges, Track Linking, Track Laying, OHE, Signalling etc. the Qualifying Criterion relating to work Experience shall be as under :**

#### **(i) For works in normal areas (other than difficult areas)**

The Bidder should have satisfactorily completed in his own name or proportionate share as a member of a Joint Venture, at least one similar work of minimum value of Rs. \_\_\_\_ OR at least two similar works each of minimum value of Rs. \_\_\_\_ during the last 5 (five) years prior to the last stipulated date for submission of the Bid. Works completed prior to the cut off-date shall not be considered.

Or

(ii) **For works in difficult areas (Refer Clause 2.3)**

The Bidder should have satisfactorily completed in his own name or proportionate share as a member of a Joint Venture, at least one similar work of minimum value of Rs. \_\_\_\_ OR at least two similar works each of minimum value of Rs. \_\_\_\_ during the last 5 (five) years prior to the last stipulated date for submission of the Bid. Works completed prior to the cut-off date shall not be considered.

*(Strike out (i) or (ii) as applicable).*

**Similar Works**

Similar Works shall mean the work of \_\_\_\_\_ carried out in India.

*(Strike out a) or aa) as applicable)*

Notes :

- A weightage of 7% (compounded annually from the date of completion of the work to the submission of the Bid) shall be given for equating the value of works of the previous years to the current year.
- Only such works shall be considered where physical completion of entire work is over or commissioning of work has been done, whichever is earlier.
- The Bidder should submit the details of such similar completed works as per the format at **Proforma-1** enclosed.
- Works carried out by another Contractor on behalf of the Bidder on a back to back basis will not be considered for satisfaction of the Qualification Criterion by the Bidder.
- Credential certificates issued by Government Organizations/ Semi Government Organizations of Central or State Government; or by Public Sector Undertakings/ Autonomous Bodies of Central/State Government or their subsidiaries / by Public Ltd. Companies listed in Stock exchange in India or Abroad or subsidiaries of such companies shall only be accepted for assessing the eligibility of a Tenderer. Certificates issued by one of the aforesaid organizations as a lead member (having equity stake of 51% or more) of a Joint Venture (JV) for a work executed for the JV, will also be acceptable. In case of PPP projects, if the bidder has executed a work for a concessionaire who is one of the aforesaid organizations, then the certificate issued by such concessionaire or by the public authority concerned, will also be acceptable.

- The cut off date shall be calculated backwards from the last stipulated date for submission/ opening of Tender i.e. for a Tender which is being opened on 06.08.2014, the cut off date shall be 07.08.09.
- In case JV is permitted the following provisions will apply:

**Large Works**

All the partners shall jointly meet this criterion.

**Normal Works**

The Partner-in-charge/Lead Member shall singly meet this criterion.

**b) Construction Experience in key activities/specified components**

To qualify for award of the contract, each Bidder in his own name or as a member of a Joint Venture should have, in the last five Years prior to the last stipulated date for submission of the Bid, executed the following key activities in any one work individually\* / more than one work cumulatively\* carried out in India.

*(\* Strike out whichever is not applicable or retain both ).*

.....  
 .....

*(Ideally only very few and that too, specialized components of the work may be specified at the discretion of tender approving authority).*

**Notes:**

- Credential certificates issued by Government Organizations/ Semi Government Organizations of Central or State Government; or by Public Sector Undertakings/ Autonomous Bodies of Central/State Government or their subsidiaries / by Public Ltd. Companies listed in Stock exchange in India or Abroad or subsidiaries of such companies shall only be accepted for assessing the eligibility of a Tenderer. Certificates issued by one of the aforesaid organizations as a lead member (having equity stake of 51% or more) of a Joint Venture (JV) for a work executed for the JV, will also be acceptable. In case of PPP projects, if the bidder has executed a work for a concessionaire who is one of the aforesaid organizations, then the certificate issued by such concessionaire or by the public authority concerned, will also be acceptable.
- When key activities / specified components are expressed/specified in monetary terms, a weightage of 7% (compounded annually from the date of completion of the work to the submission of the Bid) shall be given for equating the value of works of the previous years to the current year.
- The work satisfying the criterion for a particular key activity may be different from a work satisfying the criterion for another key activity.



- The Bidder should furnish with his Bid a tabular statement giving contract-wise quantities of key activities / specialised components executed in the last 5 years which meet the Qualification Criterion along with documentary proof in support thereof (indicating page nos.).
- Even if a work has not been completed but if the specified quantity of the key activity has been completed, the same shall be taken into consideration for the purpose of this criterion.
- Any work executed by the Bidder as a member of a Joint Venture will be accepted provided there is documentary proof in support of the same either in the MOU/ Agreement of the JV or in a declaration by the other Members of that JV or the Client confirming that the specialized work was actually executed by the Bidder.

In case JV is permitted the following provisions will apply:

**Large Works**

All the partners shall jointly meet this criterion.

**Normal Works**

Same as for large works.

**3. SOLVENCY CERTIFICATE AND SERVICING OF LOAN / CREDIT LIMIT**

- (i) A Solvency Certificate of minimum solvency of Rs. \_\_\_\_ (suggested format at **Proforma 2**) from a Scheduled Commercial Bank issued not earlier than 6 months from the last date for submission of tender is required to be submitted by the bidder.

**Notes:**

- The certificate so produced by the Bidder may be got verified from the issuing Bank.
- In case JV is permitted the following provisions will apply:

**Large Works**

For each Partner, the figure in the Solvency Certificate issued as above in favour of that Partner, should be not less than the minimum Solvency figure stipulated for the Bidder in the Qualification Criterion multiplied by percentage of Financial participation by that Partner in the JV.

**Normal Works**

The Partner-in-charge/Lead Member shall singly meet this criterion.

- (ii) The bidder should furnish a declaration that he has not failed to service the principal amount or interest or both of a loan amount / credit limit from any Bank or Financial Institution during a period of one year prior to the deadline for submission of bids.

**Notes:**

- In case a bidder has defaulted in servicing his loan / credit limit during past one year, he shall be disqualified.
- The declaration may be included in the Declaration to be submitted in **Performa 3** to this Annexure.
- In case JV is permitted the following provisions will apply:

**Large Works**

Each partner shall sign the declaration.

**Normal Works**

The Partner-in-charge / Lead Member shall sign the declaration.

**4. PROFITABILITY**

The Bidder should be a profit (net) making firm and should have made profit during any two of the past 3 Financial Years immediately preceding the deadline for submission of bids. If the audited Balance Sheet for the immediately preceding year is not available in case of tenders opened before 30<sup>th</sup> September, Audited Balance Sheets of the three financial Years immediately preceding the previous Financial Year shall be considered.

The Bidder should furnish figures of net profit of last 3 years in a tabular form and submit attested copies of Auditor's Reports along with audited Balance Sheets and Profit and Loss Statements for the last three Financial Years. Specific reference with page no. of document which proves satisfaction of this Qualifying Criterion should be indicated in the tabular statement.

Notes:

- In case JV is permitted, the following provisions will apply:

**Large Works**

All the partners shall meet individually this criterion.

**Normal Works**

The Partner-in-charge/Lead Member shall singly meet this criterion.

**5. NET WORTH**

The Bidder should have positive Net Worth of at least 15% of the estimated cost.

**Notes:**

- Net Worth shall be computed from the bidder's audited balance sheet of the last financial year ending on a date not prior to 18 months from the due date of submission of the tender (or, if the date is extended, such extended date of submission).
- In case JV is permitted, the following provisions will apply:

**Large Works**

All the partners shall jointly meet this criterion.

**Normal Works**

The Partner-in-charge/Lead Member shall singly meet this criterion

**6. POINTS TO NOTE ON SATISFACTION OF QUALIFYING CRITERIA IN CASE OF BOTH LARGE AND NORMAL WORKS**

a) **Sub-Contractor's Experiences and Resources**

Sub-Contractors' Experiences and Resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria.

b) **Experiences and Resources of the Parent Company and other subsidiary companies**

If the Bidder is a wholly owned subsidiary of a company, the experience and resources of the owner/parent company or its other subsidiaries will not be taken into account. However, if the Bidder is a Company, the Experience and Resources of its subsidiaries will be taken into consideration.

**7. DISQUALIFICATION ON CERTAIN GROUNDS**

Even though the Bidders may meet the above qualifying criteria, they are subject to be disqualified if they have

- a) Concealed any information/document which may result in the Bidder's disqualification or if any statement/information/document furnished by the Bidder or issued by a Bank/Agency/third party and submitted by the Bidder, is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party. In such a case, besides Bidder's liability to action

- under para 9.4 of Instructions to Tenderers, the Bidder is liable to face the penalty of banning of business dealings with him by RITES.
- b) Records of any contract awarded to them, having been determined during the past three years prior to the dead line for submission of bids.
  - c) Been declared as Poor Performer by RITES and their name is currently in the 'Negative List' of RITES.
  - d) Their business banned or suspended by any Central/State Government Department/ Public Undertaking or Enterprise of Central/State Government and such ban is in force.
  - e) Not submitted all the supporting documents or not furnished the relevant details as per the prescribed format.

**A declaration to the above effect in the form of affidavit on stamp paper of Rs. 10/- duly attested by Notary/Magistrate should be submitted as per format given in Proforma 3 enclosed.**

**LIST OF SIMILAR WORKS SATISFYING QUALIFICATION CRITERION  
COMPLETED DURING THE LAST 5 YEARS**

S. No.	Client's Name and Address	Name of the Work & Location	Scope of work carried out by the Bidder	Agreement / Letter of Award No. and date	Contract Value		Date of start	Date of Completion		Reasons for delay in completion if any	Ref. of document (with page no.) in support of meeting Qualification Criterion
					Awarded	Actual on completion		As per LOA/ Agreement	Actual		

SEAL AND SIGNATURE OF THE BIDDER

Note :

1. In support of having completed above works, attach self attested copies of the completion certificate from the owner/client or Executing Agency / Consultant appointed by owner / Client indicating the name of work, the description of work done by the Bidder, date of start, date of completion (contractual & actual) and contract value as awarded and as executed by the Bidder . “Contract Value” shall mean gross value of the completed work including cost of materials supplied by the owner/client but excluding those supplied free of cost.
2. Credential certificates issued by Government Organizations/ Semi Government Organizations of Central or State Government; or by Public Sector Undertakings/ Autonomous Bodies of Central/State Government or their subsidiaries / by Public Ltd.

Companies listed in Stock exchange in India or Abroad or subsidiaries of such companies shall only be accepted for assessing the eligibility of a Tenderer. Certificates issued by one of the aforesaid organizations as a lead member (having equity stake of 51% or more) of a Joint Venture (JV) for a work executed for the JV, will also be acceptable. In case of PPP projects, if the bidder has executed a work for a concessionaire who is one of the aforesaid organizations, then the certificate issued by such concessionaire or by the public authority concerned, will also be acceptable.

In case of a Certificate from a Public Limited Company or its subsidiary, the Bidder should also submit documentary proof that the Public Ltd. Company was listed in Stock Exchange in India or Abroad when the work was executed for it.

3. Information must be furnished for works carried out by the Bidder in his own name or proportionate share as member of a Joint Venture. In the latter case details of contract value including extent of financial participation by partners in that work should be furnished.
4. If a Bidder has got a work executed through a Subcontractor on a back to back basis, the Bidder cannot include such a work for his satisfying the Qualification Criterion even if the Client has issued a Completion Certificate in favour of that Bidder.
5. Use a separate sheet for each partner in case of a Joint Venture.
6. Only similar works completed during the last 5 years prior to the last stipulated date for submission of Bid, which meet the Qualification Criterion need be included in this list.
7. Only those works mentioned in Annexure IX shall be given in this Performa.

**SOLVENCY CERTIFICATE FROM A NATIONALISED  
OR A SCHEDULED BANK**

This is to certify that to the best of our knowledge and information, M/s \_\_\_\_\_, having their registered office at \_\_\_\_\_, a customer of our Bank, is a reputed company with a good financial standing and can be treated as solvent to the extent of Rs. \_\_\_\_\_. This certificate is issued without any guarantee or risk and responsibility on the Bank or any of its officers.

Signature with date  
Senior Bank Manager (Name of Officer issuing the  
Certificate)  
Name, address & Seal of the Bank/ Branch

---

Note:

Banker's Certificate should be on letter head of the Bank.

**DECLARATION BY THE BIDDER**

(Affidavit on Non-Judicial Stamp Paper of Rs.10/- duly attested by Notary / Magistrate)

This is to certify that We, M/s. \_\_\_\_\_, in submission of this offer confirm that:-

- i) We have visited the site of work and seen the working conditions, approach road / path, availability of water, electricity, construction labour, construction materials and other relevant requirements connected with the work.
- ii) We have neither concealed any information/document which may result in our disqualification nor made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- iii) During the past three years prior to the deadline for submission of bids, no contract awarded to us has been determined.
- iv) No Central / State Government Department/ Public Sector Undertaking or Enterprise of Central / State Government has banned/suspended business dealings with us as on date.
- v) We have submitted all the supporting documents and furnished the relevant details as per prescribed format and we agree to submit, without delay additional information / documents which may be demanded by RITES Ltd.
- vi) List of Similar Works satisfying Qualification Criterion indicated in Proforma 1 does not include any work which has been carried out by us through a Subcontractor on a back to back basis.
- vii) The information and documents submitted with the Tender and those to be submitted subsequently by way of clarifications are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- viii) We have not failed to service the principal amount or interest or both of a loan account / credit limit from any Bank or Financial Institution during a period of one year prior to the deadline for submission of bids.
- ix) \*The original instruments of EMD and Cost of Tender Document, in physical form shall be deposited by us with RITES Ltd. within a week from the date of opening of Technical Bid failing which RITES Ltd. may reject the bid and also take action to debar us from participating in Tenders invited by RITES Ltd. for a period of two years.

**OR**

\*We are exempted from payment of cost of Tender Document and EMD and the certified copies of original documents in support of such exemption shall be deposited by us with



RITES Ltd. within a week from the date of opening of Technical Bids and original documents produced on demand, failing which RITES Ltd. may reject the bid and also take action to debar us from participating in Tenders invited by RITES Ltd. for a period of two years.

*(\* Delete whichever is not applicable)*

- x) We understand that in case any statement/information/document furnished by us or to be furnished by us in connection with this offer, is found to be misleading or false, our EMD in full will be forfeited and business dealings will be banned.

SEAL, SIGNATURE & NAME OF THE BIDDER

signing this document

**DRAFT MEMORANDUM OF UNDERSTANDING  
EXECUTED BY MEMBERS OF THE CONSORTIUM / JOINT VENTURE  
(On each firm's Letter Head)**

From

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

To  
RITES Ltd

\_\_\_\_\_

Dear Sir,

Re: RITES Tender Notice No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ (Name of Work)

We wish to conform that our company / firm (delete as appropriate) has formed a Consortium with \_\_\_\_\_ (insert names of all other members of the group) for purposes associated with your Tender No. \_\_\_\_\_

(Members who are not the Lead Member of the Consortium should add the following paragraph) \*

\* The Consortium is led by \_\_\_\_\_ (insert name of the Lead Member) whom we hereby authorize to act as leader on our behalf for the purposes of submission of Bid for \_\_\_\_\_ (name of work) and to incur liabilities and receive instructions for and on behalf of any and all the partners of the Joint Venture/Members of the Consortium. For this purpose we have executed a Power of Attorney in favour of \_\_\_\_\_ (name of the Lead Member)

(Member who is the Lead Member of the Consortium should add the following paragraph)\*\*

\*\* In this Consortium we act as Lead Member and for the purposes of bidding for the work, represent the Consortium.

Till the award of work, the Lead Partner shall furnish Bid bond and all other bonds/guarantees to the Employer on behalf of the Joint Venture, which shall be legally binding on all the partners of the Joint Venture.

In the event of our Consortium being awarded the contract we agree to be jointly with \_\_\_\_\_ (insert names of all other members of the Consortium) and severally liable to RITES, its successors and assigns for all obligations, liabilities, duties and responsibilities arising from or imposed by the contract subsequently entered into between RITES and our Consortium.

The precise responsibility of the Lead Member and other Members of the Consortium in respect of planning, design, construction equipment, key personnel, work execution and financing of the Work including Percentage of financial participation by each Member will be as indicated in the **Annexure**. These shall not be varied/ modified subsequently without your prior approval.

We further agree that entire execution of the contract shall be carried out exclusively through the Lead Member.

In case our Bid is successful, the Joint Venture Agreement incorporating the above provisions will be executed within 15 days of receipt of Letter of Acceptance from you and shall be registered at the place where the Agreement will be signed, so as to be legally valid and binding on all Members of the Consortium.

We agree that the 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.

We further confirm that we shall open a Bank Account in the name of JV and all payments due to the JV shall be made by you by crediting to that Account. To facilitate statutory deductions such as towards Income Tax and VAT made from the amounts due to us against our bills, being credited to the concerned Government departments, we shall obtain PAN/TIN number etc. as required and advise you the details before claiming our first on-account bill.

We affirm that the Integrity Pact with the Employer in the format at Annexure VI (if applicable) shall be signed by the Lead Member duly witnessed, on behalf of the Joint Venture/Consortium. All Members including the Lead Member shall comply with the provision in the Integrity Pact and any violation of the Integrity Pact by any Member shall be construed as violation by the Joint Venture/Consortium.

Encl: Annexure.

Yours faithfully,

Signature \_\_\_\_\_

(Name of Signatory) \_\_\_\_\_

(Capacity of signatory) \_\_\_\_\_

Seal

Witness 1

Name

Address

Witness 2

Name

Address

Occupation

Occupation

Note :

1. To be executed by each Member of the Consortium individually.

**FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY**

**POWER OF ATTORNEY**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/ company who is issuing the Power of Attorney).

We, M/s. \_\_\_\_\_ (name of the firm/company with address of the registered office) hereby constitute, appoint and authorise Mr./Ms. \_\_\_\_\_ (Name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work \_\_\_\_\_ (name of work), including signing and submission of application / proposal, participating in the meetings, responding to queries, submission of information / documents and generally to represent us in all the dealings with RITES or any other Government Agency or any person, in connection with the works until culmination of the process of bidding, till the Contract Agreement is entered into with RITES and thereafter till the expiry of the Contract Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

(Add in the case of a Consortium/Joint Venture)

Our firm is a Member/Lead Member of the Consortium of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 20

(Signature and name of authorized signatory being given Power of Attorney)

\_\_\_\_\_

(Signature and name in block letters of \*All the partners of the firm, \* Authorized Signatory for the Company)

(\* Strike out whichever is not applicable)

Seal of firm/ Company

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

Notes:

- In case the Firm / Company is a Member of a Consortium/ JV, the authorized signatory has to be the one employed by the Lead Member.
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

**FORMAT FOR POWER OF ATTORNEY TO LEAD MEMBER OF CONSORTIUM /  
JOINT VENTURE**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the Power of Attorney)

Whereas \_\_\_\_\_ RITES Ltd. has invited bids for \_\_\_\_\_ (Name of work) for and on behalf of \_\_\_\_\_ as an Agent /Power of Attorney Holder.

Whereas, the Members of the Consortium comprising of M/s.\_\_\_\_\_, M/s.\_\_\_\_\_, M/s.\_\_\_\_\_ and M/s.\_\_\_\_\_ (the respective names and addresses of the registered offices to be given) are interested in bidding for the work and implementing the same in accordance with the terms and conditions contained in the bid documents.

Whereas, it is necessary for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do, for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the work.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s.\_\_\_\_\_, M/s \_\_\_\_\_ and M/s \_\_\_\_\_ hereby designate M/s. \_\_\_\_\_ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the work, including submission of application proposal, participating in meetings, responding to queries, submission of information/documents and generally to represent the Consortium in all its dealings with RITES or any other Government Agency or any person, in connection with the work until culmination of the process of bidding till the contract agreement is entered into with RITES and thereafter till the expiry of the contract agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_  
(Signature and Name in Block letters of \*All the Partners of the firm / \* Authorised Signatory for the Company)

\_\_\_\_\_  
(\* *Strike out whichever is not applicable*)  
Seal of firm / Company

Witness 1  
Name:  
Address:  
Occupation:

Witness 2  
Name:  
Address:  
Occupation:

Notes:

- To be executed by all the members individually, in case of a Consortium.
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.



## FORM OF AGREEMENT

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Agreement No. \_\_\_\_\_ dated \_\_\_\_\_

THIS AGREEMENT is made on \_\_\_\_\_ day of \_\_\_\_\_ Two thousand \_\_\_\_\_ between RITES Ltd. a Government of India Enterprise and a Company registered under Companies Act, 1956 having its registered office at SCOPE Minar, Laxmi Nagar, Delhi - 110092 and its Corporate Office at RITES BHAWAN, Plot No.1, Sector 29, Gurgaon (Haryana) representing through \_\_\_\_\_, RITES LIMITED acting for and on behalf of and as an Agent /Power of Attorney Holder of \_\_\_\_\_ hereinafter called the Employer (which expression shall, wherever the context so demands or requires, include their successors in office and assigns) on one part and M/s. \_\_\_\_\_ hereinafter called the Contractor (which expression shall wherever the context so demands or requires, include his/ their successors and assigns) of the other part.

WHEREAS the Employer is desirous that certain works should be executed viz. \_\_\_\_\_ (brief description of the work) and has by Letter of Acceptance dated \_\_\_\_\_ accepted a tender submitted by the Contractor for the execution, completion, remedying of any defects therein and maintenance of such works at a total Contract Price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents in conjunction with addenda/ corrigenda to Tender Documents shall be deemed to form and be read and construed as part of this agreement viz.

The Letter of Acceptance dated \_\_\_\_\_.

Priced Schedule (Bill) of Quantities

Notice Inviting Tender and Instructions to Tenderers.

RITES Tender and Contract Form **[DELETED]**

Special Conditions

Schedules A to F.

Technical Specifications

Drawings

Amendments to Tender Documents (List enclosed)

General Conditions of Contract (read with Correction Slip Nos. 1 to --) comprising of

- (i) Conditions of Contract
- (ii) Clauses of Contract
- (iii) RITES Safety Code
- (iv) RITES - Model Rules for the protection of Health and Sanitary arrangements for Workers
- (v) RITES – Contractor's Labour Regulations.

3. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete, remedy defects therein and maintain the works in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay to the Contractor in consideration of the execution, completion, remedying of any defects therein and maintenance of the works, the contract price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused their respective common seals to be hereinto affixed (or have herewith set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED BY

<p>_____</p> <p>In the capacity of _____</p> <p>On behalf of M/s. _____</p> <p>(The Contractor)</p> <p>In the presence of</p> <p>Witnesses (Signature, Name &amp; Designation)</p> <p>1.</p> <p>2.</p>	<p>_____</p> <p>representing RITES LIMITED</p> <p>In the capacity of Agent / Power of Attorney Holder</p> <p>For and on behalf of _____</p> <p>(The Employer)</p> <p>In the presence of</p> <p>Witnesses (Signature, Name &amp; Designation)</p> <p>1.</p> <p>2.</p>
--	--

**INTEGRITY PACT**

**Between**

**RITES LTD. acting for and on behalf of and as an Agent / Power of Attorney Holder of**  
**\_\_\_\_\_ hereinafter called the "Employer" AND**

**\_\_\_\_\_ hereinafter referred to as "The Bidder/Contractor"**

**Preamble**

The Employer intends to award, under laid down organizational procedures, contract/s for \_\_\_\_\_. The Employer values full compliance with all relevant laws and regulations, and economic use of resources, and of fairness and transparency in his relations with the Bidder/s and/or contractor/s.

In order to achieve these goals, the Employer will appoint an Independent External Monitor (IEM) who will monitor the Tender process and execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Employer**

- (1) The Employer commits himself to take all measures necessary to prevent corruption and to observe the following principles:-
  1. No employee of the Employer, personally or through family members, will in connection with the tender or for the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  2. The Employer will, during the tender process, treat all Bidders with equity and reason. The Employer will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  3. The Employer will exclude from the process all known prejudiced persons.
- (2) If the Employer obtains information on the conduct of any of his employees which is a criminal offence under the IPC (Indian Penal Code) /PC (Prevention of Corruption) Act, or if there be a substantive suspicion in this regard, the Employer will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

## **Section 2 – Commitments of the Bidder/Contractor**

- (1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  1. The Bidder/Contractor will not directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions, to restrict competitiveness or to introduce cartelization in the bidding process.
  3. The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act; further the Bidder/ Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/ Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3-Disqualification from tender process and exclusion from future contracts**

If the Bidder/Contractor, before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Employer is entitled to disqualify the Bidder/Contractor from the tender process or take action as per the procedure mentioned in the "Guideline on banning of business dealing" annexed and marked as **Annexure "A"**.

## **Section 4- Compensation for Damages**

- (1) If the Employer has disqualified in terms of the provisions in Section 3, the Bidder/Contractor from the tender process prior to the award of contract, the Employer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

- (2) If the Employer has terminated the contract during execution in terms of the provisions under Section 3, the Employer shall be entitled to demand and recover from the Contractor the damages equivalent to Earnest Money Deposit, Security Deposits already recovered and Performance Guarantee, which shall be absolutely at the disposal of the Employer.

#### **Section -5 Previous transgression**

- (1) The Bidder/ Contractor declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-Corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder/Contractor makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guideline on banning of business dealing".

#### **Section -6 Equal treatment of all Bidders/Contractors/Sub-Contractors**

- (1) The Bidder/Contractor undertakes to demand from all partners/sub-contractors (if permitted under the conditions/ clauses of the contract) a commitment to act in conformity with this Integrity Pact and to submit it to the Employer before signing the contract.
- (2) The Bidder/ Contractor confirms that any violation by any of his partners/sub-contractors to act in conformity with the provisions of this Integrity Pact can be construed as a violation by the Bidder/Contractor himself, leading to possible Termination of Contract in terms of Section 4.
- (3) The Employer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7- Criminal charges against violating Bidders/Contractors/Sub-Contractors**

If the Employer obtains knowledge of conduct of a Bidder, Contractor or Partners/Sub-Contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-Contractor, which constitutes corruption, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to its Chief Vigilance Officer.

#### **Section -8 Independent External Monitor/Monitors**

- (1) The Employer shall appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and will perform his functions neutrally and independently. He will report to the MD/RITES Ltd.
- (3) The Bidder/Contractor accepts that the Monitor has the right of access without restriction to all Project documentation of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid

interest, unrestricted and unconditional access to his project documentation. The same is applicable to Partners/Sub-Contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Partners/Sub-Contractor with confidentiality.

- (4) The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices or has reason to believe that violation of the agreement by the Employer or the Bidder/ Contractor, has taken place, he will request the Party concerned to discontinue or take corrective action , or to take any other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner or refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the MD/RITES Ltd. within 8-10 weeks from the date of reference or intimation to him by the Employer and should the occasion arise, submit proposal for correcting problematic situations.
- (7) If the Monitor has reported to the MD/RITES Ltd. of a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD/RITES Ltd. has not, within reasonable time, taken visible action to proceed against such offender or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word Monitor would include both singular and plural.

### **Section – 9 Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor when his Security Deposit is released on completion of the Maintenance Period and for all other Tenderers six months after the Contract has been awarded.

If any claim is made/lodged during this time the same shall be binding and continue to be valid despite the lapse of this pact specified above, unless it is discharged/determined by MD/RITES Ltd.

### **Section 10 Other Provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction shall be as stated in the Contract Agreement.
- (2) Changes and supplements as well as termination notices need to be made in writing.

- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by the Partner in charge/ Lead Member nominated as being incharge and who holds the Power of Attorney signed by legally authorised signatories of all the partners/Members. The Memorandum of Understanding /Joint Venture Agreement will incorporate a provision to the effect that all Members of the Consortium will comply with the provisions in the Integrity Pact to be signed by the Lead Member on behalf of the Consortium. Any violation of Section 2 above by any of the Partners/Members will be construed as a violation by the consortium leading to possible Termination of Contract in terms of Section 3
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

RITES Ltd.  
Agent / Power of Attorney Holder

\_\_\_\_\_

(For & on behalf of the Employer)

(For the Bidder/Contractor)

(Office Seal)

(Office Seal)

Place:.....

Date:.....

Witness 1:

(Name & Address) -----

-----  
-----  
-----

Witness 2

(Name & Address) -----

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## **Guidelines on Banning of Business Dealings**

### **1. Introduction**

1.1 RITES, being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. RITES has also to safeguard its commercial interests. It is not in the interest of RITES to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on RITES to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

### **2. Scope**

2.1 The procedure of (i) Suspension and (ii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.2 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.3 The banning shall be with prospective effect, i.e., future business dealings.

### **3. Definitions**

In these Guidelines, unless the context otherwise requires:

- i) 'Bidder / Contractor / Supplier' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
  - a) The Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, RITES shall be the 'Appellate Authority' in respect of such cases.
  - b) CMD, RITES shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.



- iii) 'Investigating Department' shall mean any Department, Division or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- iv) 'Banning Committee' shall mean a Committee constituted for the purpose of these guidelines by the competent authority. The members of this Committee shall not, at any stage, be connected with the tendering process under reference.

#### **4. Initiation of Banning / Suspension:**

Action for banning / suspension business dealings with any Agency should be initiated by the department/ unit having business dealings with them after noticing the irregularities or misconduct on their part.

#### **5. Suspension of Business Dealings**

- 5.1 If the conduct of any Agency dealing with RITES is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department/Unit, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. The order of such suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department.

The Investigating Department/Unit may ensure that their investigation is completed and whole process of final order is over within such period.

- 5.2 As far as possible, the existing contract(s) with the Agency may be continued unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

## **6. Grounds on which Banning of Business Dealings can be initiated**

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RITES, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.5 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.6 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;
- 6.7 If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (RITES) or its official in acceptance / performances of the job under the contract;
- 6.8 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.9 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Company (RITES) or even otherwise;
- 6.10 Established litigant nature of the Agency to derive undue benefit;
- 6.11 Continued poor performance of the Agency in several contracts;

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

## **7. Banning of Business Dealings**

- 7.1 A decision to ban business dealings with any Agency shall apply throughout the Company.

- 7.2 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 8.1 and an enquiry held accordingly.

## **8. Show-cause Notice**

- 8.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 30 days a written statement in its defence. If no reply is received, the decision may be taken ex-parte.
- 8.2 If the Agency requests for inspection of any relevant document in possession of RITES, necessary facility for inspection of documents may be provided.
- 8.3 On receipt of the reply of the Agency, or in case no reply is received within the prescribed time, the Competent Authority shall refer the case along with relevant details to the Banning Committee, which shall examine the reply of the Agency and other facts and circumstances of the case and submit its final recommendation to the Competent Authority for banning or otherwise. A final decision for Company-wide banning shall be taken by the Competent Authority. The Competent Authority may consider and pass an appropriate speaking order:  
For exonerating the Agency; or  
For banning the business dealing with the Agency.
- 8.4 The decision should be communicated to the Agency concerned along with a reasoned order. If it decided to ban business dealings, the period for which the ban would be operative may be mentioned.

## **9. Appeal against the Decision of the Competent Authority**

- 9.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 9.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

## **10. Review of the Decision by the Competent Authority**

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts /circumstances or subsequent development necessitating such review.

**11. Circulation of the names of Agencies with whom Business Dealings have been banned.**

11.1 Depending upon the gravity of misconduct established, the Competent Authority of RITES may circulate the names of Agency with whom business dealings have been banned, to the Ministry of Railways and PSUs of Railways, for such action as they deem appropriate.

11.2 If Ministry of Railways or a Public Sector Undertaking of Railways request for more information about the Agency with whom business dealings have been banned a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority/ Appellate Authority may be supplied.

**12. Restoration**

12.1 The validity of the banning order shall be for a specific time & on expiry of the same, the banning order shall be considered as "withdrawn".

12.2 In case any agency applies for restoration of business prior to the expiry of the ban order, depending upon merits of each case, the Competent Authority which had passed the original banning orders may consider revocation of order of suspension of business/lifting the ban on business dealings at an appropriate time. Copies of the restoration orders shall be sent to all those offices where copies of Ban Orders had been sent.

**ANNEXURE VII**

**MANDATE FORM**

To

RITES Ltd.

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

Dear Sir,

**Authorization for payments through Electronic Fund Transfer System (RTGS/NEFT)**

We hereby authorize RITES Ltd. to make all our payments, including refund of Earnest Money, through Electronic Fund Transfer System (RTGS/NEFT). The details for facilitating the payments are given below:

(TO BE FILLED IN CAPITAL LETTERS)

1	NAME OF THE BENEFICIARY	
2	ADDRESS WITH PIN CODE	
3	(A) TELEPHONE NO. WITH STD CODE	
	(B) MOBILE NO.	
4	BANK PARTICULARS	
A	BANK NAME	
B	BANK TELEPHONE NO. WITH STD CODE	
C	BRANCH ADDRESS WITH PIN CODE	
D	BANK FAX NO. WITH STD CODE	
E	11 CHARACTER IFSC CODE OF THE BANK (EITHER ENCLOSE A CANCELLED CHEQUE OR OBTAIN BANK CERTIFICATE AS APPENDED)	
F	BANK ACCOUNT NUMBER AS APPEARING IN THE CHEQUE BOOK	
G	BANK ACCOUNT TYPE (TICK ONE)	SAVING CREDIT      CURRENT OTHERS      LOAN      CASH
H	IF OTHERS, SPECIFY	
5	PERMANENT ACCOUNT NUMBER (PAN)	
6	E-MAIL ADDRESS	

I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit it not effected at all for reasons of incomplete or incorrect information, I / We would not hold RITES Ltd. responsible. Bank charges for such transfer will be borne by us.

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

SIGNATURE

(AUTHORISED SIGNATORY)

Name \_\_\_\_\_

**BANK CERTIFICATION**

It is certified that the above mentioned beneficiary holds bank account No. \_\_\_\_\_ with our branch and the Bank particulars above are correct.

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

SIGNATURE

(AUTHORISED SIGNATORY)

Name \_\_\_\_\_

OFFICIAL STAMP  
**ANNEXURE VIII**

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## ANNEXURE IX

## Pre-Qualification Performa

<b>Name of Work</b>				
<b>Tender No.</b>				
<b>Name of the Bidder:</b>				
<b>Details of Cost of Tender Document Paid by</b>	<b>Name &amp; Address of Issuing Bank</b>	<b>Amount</b>	<b>Date of Issue</b>	<b>Instrument placed at</b>
<b>Banker's Cheque / Pay Order / Demand Draft</b>				
<b>Details of EMD paid by (i)Banker's Cheque/ Pay Order/ Demand Draft</b>				

## Annual Financial Turnover

<b>S.No.</b>	<b>Financial Years</b>	<b>Turn Over (Rs In Lacs)</b>	<b>Documents Placed at:</b>	<b>Remarks</b>
<b>1</b>	<b>2015-16</b>			
<b>2</b>	<b>2014-15</b>			
<b>3</b>	<b>2013-14</b>			

## Profitability

<b>S.No.</b>	<b>Financial Years</b>	<b>Profit with (+)</b>	<b>Documents</b>	<b>Remarks</b>
--------------	------------------------	------------------------	------------------	----------------

		sign or Loss with (-) sign (In Lacs)	Placed at:	
1	2015-16			
2	2014-15			
3	2013-14			

### Similar Work Experience

S. No.	Name of work	Name of Client	Actual Date of Start	Actual Date of Completion	Actual Completion Cost	Completion Certificates Placed at :	Remarks
1							
2							
3							
4							

### Construction Experience in Key Activities / Specified Components (If Applicable)

S. No.	Key Activity/ Component	Quantity Executed	Name of Work	Name of Client	Actual Date of Completion	Certificates Placed at :	Remarks
1							
2							
3							
4							

### Net Worth

S.No.	Financial Years	Net Worth in Rs.	Documents Placed at:	Remarks



<b>1</b>	<b>2015-16</b>			
----------	----------------	--	--	--

### Solvency Certificate

SI No.	Name & Address of Issuing Bank	Solvency Amount in Rs.	Date of Issuance	Document Placed at:	Remarks
<b>1.</b>					

### Other documents to be submitted along with Tender documents:

SI No.	Particulars	Document Placed at:	Remarks
1	Declaration by the bidder as per Proforma-3		
2	Self Attested Copy of Partnership Deed/ Memorandum and Articles of Association of the firm.		
3	Written Power of Attorney of the signatory of the Tender on behalf of the tenderer. (Annexure-III)		
4	Self attested copy of a certificate, confirming that the applicant is working contractor or has executed any work within the last five years reckoned from the date of opening of tender, for Railways, CPWD, MES, DOT, RITES, State PWD or any other Central / State Government Department, Central / State Government Undertaking or their subsidiaries, Municipal Body, Autonomous Body of Central/State Governments or Public Ltd., Companies listed on Stock Exchange in India or Abroad or subsidiaries of such companies		
5	List of similar works satisfying qualification criterion completed during the last 5 years as per Proforma-1		
6	Integrity Pact as per Annexure-VI		
7	Self attested copy of Corrigendum/Minutes of Pre-Bid Meeting, if any.		

8	RTGS/NEFT details as per Annexure- VII		
---	--	--	--

## ANNEXURE X

### List of 60 districts covered under IAP

S.No	State	District
1	Andhra Pradesh	Adilabad
2	Andhra Pradesh	Khammam
3	Bihar	Arwal
4	Bihar	Aurangabad
5	Bihar	Gaya
6	Bihar	Jamui
7	Bihar	Jehanabad
8	Bihar	Nawada
9	Bihar	Rohtas
10	Chhatisgarh	Bastar
11	Chhatisgarh	Bijapur
12	Chhatisgarh	Dantewada
13	Chhatisgarh	Jashpur
14	Chhatisgarh	Kanker
15	Chhatisgarh	Kawardha

16	Chhatisgarh	Koriya
17	Chhatisgarh	Narayanpur
18	Chhatisgarh	Rajnandgaon
19	Chhatisgarh	Surguja
20	Jharkhand	Bokaro
21	Jharkhand	Chatra
22	Jharkhand	Garhwa
23	Jharkhand	Gumla
24	Jharkhand	Hazaribagh
25	Jharkhand	Kodarma
26	Jharkhand	Latehar
27	Jharkhand	Lohardaga
28	Jharkhand	Pachim Singhbhum
29	Jharkhand	Palamu
30	Jharkhand	Purbi Singhbhum
31	Jharkhand	Ram Garh
32	Jharkhand	Saraikela
33	Jharkhand	Simdega
34	Madhya Pradesh	Anuppur
35	Madhya Pradesh	Balaghat
36	Madhya Pradesh	Dindori
37	Madhya Pradesh	Mandla
38	Madhya Pradesh	Seoni
39	Madhya Pradesh	Shahdol
40	Madhya Pradesh	Sidhi
41	Madhya Pradesh	Umaria
42	Maharashtra	Gadchiroli
43	Maharashtra	Gondiya
44	Orissa	Balangir
45	Orissa	Debagarh / Deogarh
46	Orissa	Gajapati
47	Orissa	Kalahandi
48	Orissa	Kandhamal / Phulbani
49	Orissa	Kendujhar / Keonjhar
50	Orissa	Koraput
51	Orissa	Malkangiri
52	Orissa	Mayurbhanj
53	Orissa	Nabarangapur
54	Orissa	Nuapada
55	Orissa	Rayagada
56	Orissa	Sambalpur
57	Orissa	Sonapur
58	Orissa	Sundargarh
59	Uttar Pradesh	Sonbhadra
60	West Bengal	Paschim Medinipur

**SECTION 2**

**TENDER AND CONTRACT FORM FOR WORKS**

DELETED

**SECTION 3**  
**SPECIAL CONDITIONS**

- (i) **Special Conditions relating to existing Clauses of Contract:**
  
- (ii) **Additional Special Conditions**

**SECTION 4**  
**PROFORMA OF SCHEDULES**

**SCHEDULE 'A'**

Schedule of quantities ( As per Bill of Quantities attached)  
(BOQ to be attached with Financial Bid)

**SCHEDULE 'B' –**

Schedule of materials to be issued to the contractor. (Refer Clause 10 of Clauses of Contract)

S.No	Description of items	Quantity	Rates in Figures & words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5

- Not Applicable -

**SCHEDULE 'C' –**

Tools and plants to be hired to the contractor. (Refer clause 34 of Clauses of Contract).

S.No	Description	Hire charges per day	Place of Issue
1	2	3	4

- Not Applicable -

**SCHEDULE 'D'**

Extra schedule for specific requirements/documents for the work, if any.

- Not Applicable -

**SCHEDULE 'E' –**

Schedule of components of Cement, Steel, other materials, POL, Labour etc .for price escalation. (Refer Clause 10CC of Clauses of Contract).

(To be worked out and filled by NIT approving authority. The Components and their percentages may be modified depending on the nature of work)

### **CLAUSE 10 CC**

Component of Cement (Xc)

expressed as percent of total value of work \_\_\_\_\_%

Component of steel (X5)

expressed as percent of total value of work \_\_\_\_\_%

Component of other materials (XM) (except cement & steel)

expressed as per cent of total value of work \_\_\_\_\_%

Component of labour (Y)

expressed as percent of total value of work \_\_\_\_\_%

Component of P.O.L (Z)

expressed as percent of total value of work \_\_\_\_\_%

\_\_\_\_\_  
Total 100 %

### **SCHEDULE 'F'**

Reference to General Conditions of Contract

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

Estimated cost of work Rs. \_\_\_\_\_

Earnest money : Rs. \_\_\_\_\_

Performance Guarantee (Ref. Clause 1) 5% of Tendered value.

Security Deposit: (Refer clause 1A) 5% of Tendered value

Notice Inviting Tender and Instruction to Tenderers

Officer inviting tender : \_\_\_\_\_

### **CONDITIONS OF CONTRACT**

Definitions

- 2 (iv) Employer \_\_\_\_\_
- 2(v) Engineer-in-Charge \_\_\_\_\_  
(Authority competent to execute Contract Agreement as per Item 7.2 of SOP)
- 2(vii) Accepting Authority \_\_\_\_\_  
(Authority competent to accept Tenders as per Item 3.1/3.2/ 3.3 of SOP as applicable)
- 2(ix) Percentage on cost of materials and labour to cover all overheads and profits. 15%
- 2(x) Standard Schedule of Rates CPWD DSR 2014 (to be modified as per requirement and as applicable)
- 2(xiii) Date of commencement of work ---- days from the date of issue of LOA or the first date of handing over of site whichever is later
- 9 (a) (ii) General Conditions of Contract RITES General Conditions of Contract \_\_\_\_\_ Edition as modified & corrected upto C.S.No. \_\_\_\_\_ dated -----

## CLAUSES OF CONTRACT

### Clause 1

- 1 (i) Time allowed for submission of P.G. from the date of issue of Letter of Acceptance subject to maximum of 15 days \_\_\_\_\_ days.

Maximum allowable extension beyond the period provided in (i) above subject to a maximum of \_\_\_\_\_ days.

### Clause 2

Authority for fixing compensation under Clause 2 \_\_\_\_\_

(Authority competent to accept Tender)

### Clause 2A

Whether Clause 2A shall be applicable

YES/NO



Clause 5

5.1 (a) Time allowed for execution of work

--- months from the date of start

Date of start

---- days from the date of issue of Letter of Acceptance or the first date of handing over of site whichever is later

**5.1 (b) TABLE OF MILESTONE(S)**

S.No	Description of Milestone (Physical)	Time allowed in days (from date of start)	Amount to be withheld in case of non achievement of milestone
1			
2			
3			
4			

Clause 5A shifting of stipulated date of completion

Competent Authority

----- ( Accepting Authority as specified in Clause 2(vii) of conditions of Contract Above)

Clause 6 A Whether Clause 6 or 6A applicable

6\*/6A\*

(\* Strike out whichever is not applicable)

Clause 7

Gross work to be done together with net payment/adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment

-----

Clause 10A

i) Whether Material Testing Laboratory is to be provided at site.

YES/NO

ii) If “YES” list of equipments to be provided

Refer Annexure ----- (to be attached)

Clause 10 B

Whether Clause 10 B(ii) to (v) applicable

YES / NO

Clause 10 CC

Whether Clause 10CC applicable

YES / NO

Clause 11

Specifications to be followed for execution of work

**For CPWD DSR Items:-**

CIVIL WORKS

CPWD Specifications 2009 Vol. I & II

ELECTRICAL WORKS

CPWD General Specifications

- Part I Internal 2005
- Part II External 1994
- Part III Lifts & Escalators 2003
- Part IV Substations 2007
- Part V Wet Riser  
Sprinkler System 2006
- Part VI Heating, Ventilation &  
Air Conditioning Works 2005
- Part VII DG Sets 2006

**For Non DSR Items and items of Specialised nature in Railway Works etc.**

Technical Specifications under Section No. 5.

Clause 12

Clause 12.2 Deviation Limit beyond which  
12.3 & 12.5 Clauses 12.2,12.3 & 12.5 shall  
apply

- i) For Non-foundation items.
  - Plus 25%
  - Minus No limit
- ii) For Foundation Items
  - Plus 100%
  - Minus No limit

Note: For Earthwork, individual classification quantity can vary to any extent but overall Deviation Limits will be as above.

12.5 Definition of Foundation item if other than that described in Clause 12.5

-----  
(If not applicable write accordingly)

Clause 16 Competent Authority for deciding reduced rates

\_\_\_\_\_  
(Authority Competent to accept Tender)

Clause 17 Maintenance Period -----

Clause 18 List of mandatory machinery, tools & plants to be deployed by the Contractor at site:-

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_  
 4. \_\_\_\_\_ 5. \_\_\_\_\_ 6. \_\_\_\_\_

Clause 25

25 (i) Appellate Authority

-

\_\_\_\_\_  
 (The Authority immediately above Engineer-in-charge to whom the Engineer-in-charge report)

Appointing Authority

-

\_\_\_\_\_  
 (The Authority competent to appoint Arbitrator as per Item 9 of SOP)

Whether Clause 31A or 32 is applicable

31A\* / 32\* is applicable

\*(Strike out whichever is not

applicable)

Clause 36 (i) & (iii)

Minimum Qualifications & Experience required and Discipline to which should belong

Designation	Minimum Qualification	Minimum working experience	Discipline to which should belong	Number
Principal Technical Representative				
Deputy Technical Representative				
Engineers				

36 (iv) Recovery for non-deployment of Principal Technical Representative and Deputy Technical Representative

Designation	Rate of Recovery per month (in Rs.) for non-deployment
Principal Technical	

Representative	
Deputy Technical Representative	
Engineer (Degree Holder)	
Engineer (Diploma Holder)	

Clause 42

- |       |   |                                    |
|-------|---|------------------------------------|
| i)(a) | Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates printed by CPWD | DSR 2015                           |
| ii)   | Variations permissible on theoretical quantities  |                                    |
| a)    | Cement  |                                    |
|       | - for works with estimated cost put to tender not more than Rs.5 lakhs  | 3% plus / minus                    |
|       | - for works with estimated cost put to tender more than Rs.5 lakhs  | 2% plus / minus                    |
| b)    | Bitumen for All Works   | 2.5% plus only & nil on minus side |
| c)    | Steel Reinforcement and structural steel sections for each diameter, section and category   | 2% plus / minus                    |
| d)    | All other materials   | Nil                                |

**RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION**

Sl. No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1	Cement		
2	Steel reinforcement		
3	Structural Sections		
4	Bitumen issued free		
5	Bitumen issued at stipulated fixed price		

Clause 46

Clause 46.10

Details of temporary accommodation including number of rooms and their sizes as well as furniture to be made available by the Contractor

-----  
(If not applicable indicate accordingly)

Whether Clause 46.11.1A applicable

YES /NO

Whether Clause 46.13A applicable

YES / NO

Clause 46.17

City of Jurisdiction of Court

\_\_\_\_\_

Clause 47.2.1

Sum for which Third Party Insurance to be obtained.

Rs. \_\_\_\_\_ Lakhs per occurrence with the number of occurrences limited to four.

Clause 55

Whether clause 55 shall be applicable.

YES/ NO

If yes, time allowed for completion of sample floor/unit.

\_\_\_\_\_ months from  
Date of start of work

## SECTION 5

### TECHNICAL SPECIFICATIONS

#### 1.0 **STANDARD SPECIFICATIONS ISSUED BY CPWD**

##### 1.1 **Civil Engineering Works**

CPWD Specification 2009 Vol. I & II. These Specifications have replaced CPWD Specifications 1996 along with Correction Slips issued on them. These Specifications cover all types of Building Works. The specifications are available as a printed document issued by CPWD and also in soft copy PDF Format in CPWD website.

##### 1.2 **Electrical Engineering Works**

Part No.	Description	Year of issue
I	Internal	2013
II	External	2013
III	Lifts and Escalators	2013
IV	Sub Stations	2013
V	Wet Riser and Sprinkler Systems	2006
VI	Heating, Ventilations & Air Conditioning Works	2004
VII	D.G.Sets	2013
VIII	Gas based Fire Extinguishing System	2013

The above documents are available as Priced Document issued by CPWD and in soft copy PDF Format in CPWD website.

#### 2.0 **STANDARD SPECIFICATIONS ISSUED BY MINISTRY OF SURFACE TRANSPORT**

Specifications for Road and Bridge works (Fourth Revision) August 2001 have been published by Indian Road Congress as a priced document. These Specification cover exhaustively various Road and Bridge works.

#### 3.0 **STANDARD SPECIFICATIONS ISSUED BY INDIAN RAILWAYS**

Railway Board vide their letter No. 2009/LMD/01/03 dated 14/01/2010 have advised that they have approved issue of “Indian Railways Unified Standard Specifications or Materials and works with corresponding Indian Railways Unified Standard Schedule of items (for rates of Materials and works)”. These documents are to be published by Northern Railway on behalf of Railway Board after the Zonal Railways have made out “Schedule of Rates” as applicable to them based on “Standard Analysis of Rates of items”. These Specification however cover only Building and Road works generally on the lines of CPWD and Ministry of Surface Transport. They do not cover Track works which are governed by Manuals and RDSO/Indian Railway Specifications. Pending publication of Unified Standard Specifications, the specifications issued by the zonal Railways will be applicable.

#### **4.0 SPECIAL SPECIFICATIONS (NOT COVERED BY ANY STANDARD SPECIFICATIONS)**

**LIST OF DRAWINGS ENCLOSED**



## **PART - 2**

### **FINANCIAL BID**

#### **SCHEDULE (BILL OF QUANTITIES)**

**NAME OF WORK:-**

#### **POINTS TO BE NOTED WHILE QUOTING RATES**

1) Where Tender has been invited on Percentage Rate basis, percentages on the Estimated Cost (whether above or below) are to be quoted for each of the Schedules.

*Depending on Scope and Nature of work, additional points may be incorporated by the Authority Competent to approve Tender Documents under Item 2.3 of SOP)*

## PART 2

### SCHEDULE (BILL) OF QUANTITIES (PERCENTAGE RATE TENDER)

(Note: Types of Works under Schedules 1 on works have been indicated as an example only.)

#### *ABSTRACT OF COST*

SCHEDULE	DESCRIPTION	ESTIMATED COST (RUPEES)	Percentage above (+) or below (-) the Estimated Cost as quoted.		Total Quoted Amount in Figs. (Rs.)
			(+) or (-) (In fig.)	Plus or minus (in words)	
1	RAILWAY FORMATION WORKS				
2	BRIDGE WORKS				
3	WBM ROAD WORKS				
4	P.WAY WORKS				
5	APRON TRACK WORKS				
6	STATION BUILDING WORKS				
7 etc. up to X					
<b>TOTAL OF ALL SCHEDULES (1) TO (X)</b>					
<b>UNCONDITIONAL REBATE</b>					
<b>TOTAL OF ALL SCHEDULES (1) TO (X) AFTER APPLYING REBATE (RUPEES)</b>					
(i) In figures					
(ii) In words.					

- i) SIGNATURE OF AUTHORIZED  
SIGNATORY OF TENDERER
- ii) NAME OF SIGNATORY
- iii) NAME AND SEAL OF TENDERER

- iv) DATE  
v) PLACE

<b><u>SCHEDULE OF QUANTITY</u></b>						
<b>PERCENTAGE RATE TENDER</b>						
SL NO	DESCRIPTION OF ITEM	UNIT	QUANTITY	ESTIMATED COST (RUPEES)		AMOUNT In Figures (Rs.)
				UNIT RATE		
				In Figures (Rs.)	In Words (Rs.)	
1	2	3	4	5a	5b	5c
	<b><u>SCHEDULE - 1</u></b>					
1						
2						
3						
4						
5						
6						
7						
8						
9						
	<b>Sub total of Schedule - 1</b>	_____	_____	_____	_____	
	<b>Percentage above (+) or below (-) on total estimated cost as quoted.</b>	<b>In figures.</b>		+ - <b>Plus Minus</b>		
		<b>In words.</b>				
	<b>Total quoted amount (Rs.)</b>	<b>In figures.</b>				
		<b>In words.</b>				

**PART 2**

**SCHEDULE (BILL) OF QUANTITIES**

**(ITEM RATE TENDER)**

(Note: Types of Works under Schedules 1 onwards have been indicated as an example only).

***ABSTRACT OF COST***

SCHEDULE	DESCRIPTION	TOTAL QUOTED AMOUNT IN FIGURES (Rs.)
1	RAILWAY FORMATION WORKS	
2	BRIDGE WORKS	
3	ROAD WORKS	
4	P.WAY WORKS	
5	APRON TRACK WORKS	
6	STATION BUILDING WORKS	
7 etc. up to X		
<b>TOTAL OF ALL SCHEDULES (1) TO (X)</b>		
<b>UNCONDITIONAL REBATE</b>		
<b>TOTAL OF ALL SCHEDULES (1) TO (X) AFTER APPLYING REBATE (RUPEES)</b>		
(i) In figures		
(ii) In words.		

- i) SIGNATURE OF AUTHORIZED SIGNATORY OF TENDERER
- ii) NAME OF SIGNATORY
- iii) NAME AND SEAL OF TENDERER
- iv) DATE

v) PLACE

<b><u>SCHEDULE OF QUANTITY</u></b>						
<b>ITEM RATE TENDER</b>						
<b>SL NO</b>	<b>DESCRIPTION OF ITEM</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>QUOTED</b>		
				<b>UNIT RATE</b>		<b>AMOUNT</b>
				<b>In Figures (Rs.)</b>	<b>In Words (Rs.)</b>	<b>In Figures (Rs.)</b>
1	2	3	4	5a	5b	5c
	<b><u>SCHEDULE - 1</u></b>					
1						
2						
3						
4						
5						
6						
7						
8						
9						
	<b>Sub total of Schedule - 1</b>	_____	_____	_____	_____	
	<b>Total quoted amount (Rs.)</b>	<b>In figures</b>				
		<b>In words.</b>				