

RITES LIMITED
(A Government of India Enterprise)

E-TENDERING DOCUMENT
FOR WORKS

Notice Inviting Tender No.

13/OT/RITES/Chariali/Changra/Bandha/Hasimara/Jiraria/Geo-Tech/2022 Dt. 12.08.2022

Tender and Contract document for “**Geotechnical Investigation in connection of the Consultancy Services (PMC) for construction of Railside Warehousing facility at different Railway stations/good shed (Chariali,Changra Bandha,Hasimara and Jirania)**”

PART-1
TECHNICAL BID

Section-1: Notice Inviting Tender and Instructions to Tenderers

Section-2: Tender and Contract Form [deleted]

Section-3: Special Conditions of Contract

Section-4: Schedule A to F

Section-5: Technical Specifications

Section-6: Drawings

PROJECT MANAGEMENT CONSULTANT



RITES LTD

(A Govt. of India Enterprise)

Regional Project Office, KOLKATA

56, C. R. Avenue, 2nd floor, Kolkata – 700 012

e.mail: pokolkata@rites.com

Phone No: (033) 2236 7118/7146/7162/7143(Fax)

Signature of the tenderer
Under seal of the firm



RITES LTD.
NOTICE INVITING e-TENDERS

AGM/C, (SBU Head), RITES Ltd, Kolkata for and on behalf of CRWC, invites online percentage rate bids on Single Packet system for the following works:

NIT No. 13/OT/RITES/Chariali/ChangraBandha/Hasimara/Jiraria/Geo-Tech/2022 Dated. 12.08.2022

Name of Work: "Geotechnical Investigation in connection of the Consultancy Services (PMC) for construction of Railside Warehousing facility at different Railway stations/goodshed (Chariali,Changra Bandha,Hasimara and Jirania).."
Estimated Cost: Rs 8,55,654.00 (Approx.) **Earnest Money: ₹ 8556/-** **Period of completion: 90 (Ninety) Days.** **Last time & date of submission of bid:** upto 11.00 hrs. on 22.08.2022 The bid forms and other details can be obtained from the website <https://etenders.gov.in/eprocure/app>. Amendment/Corrigendum, if any, shall be hosted online only.

SECTION-1

NOTICE INVITING TENDER AND INSTRUCTIONS TO TENDERERS

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Tender No: 13/OT/RITES/Chariali/ChangraBandha/Hasimara/Jiraria/Geo-Tech/2022 Dated. 12.08.2022

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 self as an Agent/Power of Attorney Holder, from eligible firms / agencies satisfying the set eligibility / qualifying criteria for the work of

“Geotechnical Investigation in connection of the Consultancy Services (PMC) for construction of Railside Warehousing facility at different Railway stations/goodshed (Chariali,Changra Bandha,Hasimara and Jirania)

(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 ` **Rs. 8,55,654/ (Rupees Eight Lakh Fifty Five Thousand Six Hundred and Fifty Four Only)** excluding GST. The estimate is generally based on IRUSSOR-2019, SOR –PWD (WB) , Road & Bridge-2018&19 and Lunding-LAR-21. . The estimate, however, is merely given as a rough guide.

1.3 Time for Completion

The time allowed for completion will be **90 (Ninety) days** from the date of start which is defined in Schedule “A” to “F” under Clause 5.1(a) of Clauses of Contract.

1.4 Brief Scope of Work

Soil investigation including Soil Boring/Rock Drilling at different locations up to depth of 15m.

Conducting SPT Test at different depth in Bore Holes, Collectionof Disturbed and Undisturbed samples.

Record of Core Recovery (CR) & Rock Quality Designation(RQD) and preserve the collected rock samples in Core Boxes.

Laboratory Testing of collected Soil and Rock samples in RITESapproved laboratory.

Tenderers may note that Soil investigation works are widely scattered in the entire stretch of four different locations (Chariali, Changra Badha Hasimara and Jirania) . This aspect may be given due importance at the time of quoting rates.

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Under seal of the firm*

Carrying out Geotechnical Investigation Work at the specified locations through exploratory Boreholes, Trial Pits, collection of disturbed/undisturbed soil/rock samples, performing laboratory tests on collected soil/rock samples as per the schedule or as instructed by the Representative of RITES, recommendation of bearing capacity for warehouse Locations .

1.5 Availability of Site

The site for the work is available.

1.6 Deadline for submission of bids : 11:00 Hrs. on 22.08.2022

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

CRITICAL DATA SHEET

Published Date	12.08.2022 AT 17:00hrs
Bid Document Download / Sale Start Date	12.08.2022 AT 17:30hrs
Bid submission Start Date & Time	12.08.2022 AT 17:30hrs
Bid submission End Date & Time	22.08.2022 AT 11:00hrs
Bid Opening Date & Time	23.08.2022 AT 11:30hrs

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 up to and including Rs. 3 Crore, Normal Works are those costing above Rs. 3 Crore and up to and including Rs. 100 Crore each and Large Works are those costing more than Rs. 100 Crore. The work for which the Tender is being invited falls under the category of **Small/Normal/Large**.

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 - **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~~

~~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:~~
- ~~i. The Bid and, in case of a successful Bid, the Agreement shall be signed so as to be legally binding on all Partners/Members.~~
 - ~~ii. One of 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.~~
 - ~~iii. 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 entire execution of the Contract, shall be done exclusively with the Partner in charge.~~
 - ~~iv. 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).~~
 - ~~v. Indication of the precise responsibility of all the 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.~~
 - ~~vi. In 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 JV.~~
 - ~~vii. 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 through 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. Documents/information complete in all respects, in support of meeting the Qualification Criteria should be submitted in one go. Submission of additional documents shall not be permitted. Only clarifications and filling of gaps/missing information in the submitted documents, may be permitted.

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

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

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 section 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 Section 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 Part 3 of the tender as a part of his offer. So far as Part-1 is concerned, the bidder is required to submit/upload only the documents mentioned in Clause 28.0 of Section 1 thereof. Rest of the Part-1 need not be uploaded. The bidder 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 up to 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., Part 1, Part 2, Part 3 and Correction Slips, if any, thereto.

5.0 INSTRUCTIONS ON ACCESSING/PURCHASING OF BID DOCUMENTS AND SUBMISSION THEREOF

5.1 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://etenders.gov.in/eprocure/app>

5.2 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

5.3 REGISTRATION

- a) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online Bidder Enrolment**” on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- f) Bidder can log in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/e-Token.

5.4 SEARCHING FOR TENDER DOCUMENTS

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective

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‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS/E-mail in case there is any corrigendum issued to the tender document.

- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

5.5 PREPARATION OF BIDS

- a) **Bidder should take into account any corrigendum published on the tender document Before submitting their bids.**
- b) **Bidder is advised to go through the tender advertisement/NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder may please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.**
- c) **Bidder, in advance, should get ready the bid document to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN Card copy, Annual Reports, Auditor Certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5.6 SUBMISSION OF BIDS

- a. Bid can be submitted only during validity of registration of bidder with CPPP E-Procurement Portal.
- b. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- c. The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- d. Bidder has to select the payment option as “offline” to pay the cost of tender document and EMD as applicable and enter details of the instruments.
- e. Bidder should prepare the financial instruments of the Cost of Tender Documents and EMD as per the instructions specified in Clause 7.0 (f) hereinafter. The original should be posted/couriered/given in person to the concerned official, so as to reach him within a week from the date of opening. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. If the date of issue of DD/any other accepted instrument, physically sent, is on or before ~~the~~ bid submission end date, the same shall

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also be accepted even if the details are different from the scanned copy uploaded along with the bid. Otherwise the uploaded bid will be rejected.

- f. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender documents, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the Sky Blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- g. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- h. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 Bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.
- i. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- j. Upon the successful and timely submission of bids (i.e. after clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid ID to the bid. A bid summary will be displayed with the bid ID and the date & time of submission of the bid with all other relevant details.
- k. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. The acknowledgement may be used as an entry pass for any bid opening meetings.

5.7 ASSISTANCE TO BIDDERS

- a. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Help Desk Number 0120 4200462, 0120-4001002, 0120-4001005, 0120-6277787, E-mail id: support-eproc@nic.in
- b. Bidders information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>
- c. It is mandatory for all bidders to have Class-III Digital Signature Certificate (DSC) in the name of the person along with name of Company who will digitally sign the

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bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <https://www.cca.gov.in>

- d. Bidder shall ensure use of registered Digital Signature Certificate (DSC) only and safety of the same.
- e. 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.

5.8 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 clause 1.6-Critical Date Sheet 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 CPP website <https://etenders.gov.in/eprocure/app> 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 CPP 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.

6.2 Addendum/Corrigendum, if any, will be hosted on website <https://etenders.gov.in/eprocure/app> 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 up to 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 before bid submission end date and time as considered necessary by RITES. Sometimes due to administrative reasons, the deadline for submission of tenders may be extended latest by the deadline for opening of tender as stipulated including extension given earlier. All tenderers are advised to see the website for extension of deadline for submission of tenders.

6.4 Tenderer who has downloaded the tender from Central Public Procurement Portal (CPPP) website <https://etenders.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded Price Bid Template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with RITES Ltd.

7.0 PREPARATION AND SUBMISSION OF BIDS

- (a) Part-1 and Part-2 of tender document may be downloaded from CPPP and Part-3 from

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RITES website <https://www.rites.com> under the link ‘Tender’ – ‘RITES GCC for Works’ well before the deadline for submission of bids. The bids (Part-2 only) along with the information and documents specified in Clause 28 hereinafter shall be submitted online following the instructions appearing on the screen. Documents specified in Clause 28 of Section 1, Part-1 are required to be uploaded along with Part-2 (Financial Bid); the rest of Part-1 and the whole of 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 <https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page> on the CPP portal.

- (b) After downloading/getting the tender document/schedules from <https://etenders.gov.in/eprocure/app> 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 CPP Portal <https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=pageweb site>
- (c) Bidders may ensure that all the pages of the documents mentioned in Clause 28 must be signed & stamped by authorised signatory and serially numbered. In case, it is found that bidder has not complied with the same, the documents shall be deemed to be signed and stamped as this is a digitally signed e-tender.
- (d) The bids shall be submitted online following the instructions appearing on the screen. Bidders may insert their e-Token/Smart Card in their computer and Log onto CPP portal <https://etenders.gov.in/eprocure/app> using the User-Id and Password chosen during registration. Then they may enter the password of the e-Token/Smart Card 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/RAR/JPG 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. There is no limit for uploading file. Bids shall be submitted online only at CPP website <https://etenders.gov.in/eprocure/app>

Tenderer/Contractor are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e procurement at <https://etenders.gov.in/eprocure/app>

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Intending tenderers are advised to visit CPPP website <https://etenders.gov.in/eprocure/app> till the closing date of submission of tender to check if there is any extension of deadline of

submission of tender.

(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. In case the bidder is registered as a vendor under the category of Micro, Small and Medium Enterprises (MSME), he must state his Udyog Aadhar Memorandum (UAM) number as registered on CPPP. 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. **It may be noted that the benefits under Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 are applicable to only Supply and Service Contracts.**

- i. **Cost of Tender Document:** The Cost of Tender Document is ` **2500.00 (Rupees Two Thousand Five Hundred only)** which is non-refundable. It shall be in the form of a Banker's Cheque/Pay Order/Demand draft favouring "RITES Ltd." issued by a scheduled Commercial Bank, payable at Kolkata. No other mode of payment will be acceptable.
- ii. **Earnest Money Deposit (EMD) –**
Earnest Money Deposit (EMD) – The bids shall be accompanied by total Earnest Money Deposit (EMD) of **8556.00 (Rupees Eight Thousand Five Hundred and Fifty Six only) in the form specified in Clause 9 hereinafter.**

Bidders are required to upload scanned copy of acceptable instruments for EMD and cost of tender document in different files (Either in PDF or zip format) during online submission of bid. These documents shall be deposited in "ORIGINAL" in a sealed envelope within a week from the date of opening to:

**Additional General Manager (Civil)/SBU Head
Regional Project Office, KOLKATA
56, C. R. Avenue, 2nd floor, Kolkata – 700 012**

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) is required to be submitted.
- (i) The bidders will have to accept unconditional~~ly~~ the online user portal agreement which

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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 ` **8556.00 (Rupees Eight Thousand Five Hundred and Fifty Six only)** 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 Kolkata.
- 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 (or, if applicable,

the scanned copy of documents in support of exemption) 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/ WITHDRAWAL 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 CPP portal and upload / re-submit digitally signed modified bid.
- 10.5 For withdrawal of bid, bidder has to click on withdrawal icon at CPP 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

*Signature of the tenderer
Under seal of the firm*

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. The bidder has to quote value only in figures in the BOQ.
- v. In case of Item Rate Tenders, the bidders have to compulsorily quote rates of all the BOQ items as also all items of Item Rate Schedule/Sheet in a Mixed (Item Rate Schedule and Percentage Schedule) Tender.
- vi. 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.
- vii. In case of item wise BOQ, the bidder is required to quote his rate for all items. For the items not quoted by the bidder, 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.
- viii. In case of Percentage Rate BOQ, the bidder has to select Excess (+) or Less (-) and enter the valid percentage for that BOQ.
- ix. Deduction/recovery/credit items, if any, are placed in a separate sub-head and in a separate sheet of BOQ. In case of credit items/recovery items/deduction items for which the bidder has to pay the amount to Employer, the bidder is not allowed to make negative entry and the rate quoted by the bidder shall be taken as negatively default. The amount so calculated shall be considered as negative and deducted from the total of other sub-heads of BOQ to work out the total bid amount.

11.2 INTEGRITY PACT: NOT APPLICABLE

- (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: **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 Crore or more) Name, Designation and Address of RITES' Liaison Officer:~~

11.2B The Guidelines on Banning of Business Dealings as per Annexure-A of Annexure VI are applicable to all Tenders/contracts irrespective of applicability of Integrity Pact. If business dealings with the Bidder/Contractor have been banned as per "The Guidelines on Banning of Business Dealing as per Annexure-A of Annexure-VI", then such a Bidder/contractor individually and also any Joint Venture wherein such Bidder/contractor is a member, will not be eligible during the period till such ban is in force to participate in tenders of any work(s) which may be invited by RITES. In case the Bidder/contractor is a Joint Venture, the JV as well as all members of the JV individually or as member (s) of any other Joint Venture (JV) will not be so eligible. In case the Bidder/contractor is a company then, in addition to the aforesaid provisions, the Associate Companies and Subsidiary Companies (as defined under Companies Act,2013), of the company with whom Business Dealings have been banned, will also not be eligible".

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 11:30 Hrs. on 23.08.2022 in the office of **Additional General Manager (Civil)/SBU Head , RITES Ltd., 2nd Floor , 56 CR Avenue , Kolkata-700012**. 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 reserve 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 <https://etenders.gov.in/eprocure/app> CPP 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. At the time of technical bid opening, each bidder will be able to view on-line through CPPP, the technical bids of the bidders who have participated in the tender and whose bids have been opened.

- 12.4 Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet unless the same is extended. On completion of Technical Bid Opening, each bidder will be able to view the technical bid documents of the bidders whose bids have been opened. Similarly, on the completion of Financial Bid Opening each bidder will be able to view the Financial as well as technical bid documents of the bidders whose bids have been opened.
- 12.5 RITES shall subsequently examine and evaluate the bids in accordance with the provision set out in the tender document.
- 12.6 The results of technical and financial qualification of bidders will be available on the CPP Portal at <https://etenders.gov.in/eprocure/app> and intimated to the bidder through system generated email or SMS.
- 12.7 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.
- 12.8 The bids will be evaluated for qualification criteria as mentioned in Clause -2 herein before and also in conjunction with provisions of Sub-Clause 12.15 and 12.16. RITES shall not be responsible for any postal delay in receipt of all original documents including the cost of tender document and EMO, as applicable. In case of non-receipt of these documents in original within the specified period, the bid will be treated as non-responsive.
- 12.9 Request for clarification/deficient documents from the bidder can be asked for either through the system or through E-mail. A system generated SMS alert will be sent to the bidder when clarifications/deficient documents are called through the system. In such a case, no separate communication will be sent in this regard. Non-receipt of email and/or SMS will not be accepted as a reason of non-submission of deficient documents or confirmatory documents within prescribed time. The date and time of submission of deficient documents cannot be extended.
- 12.10 After evaluation of Technical-Bid, the bidder will be able to view uploaded Tender Committee evaluation results as also the date and time of Financial Bid Opening.
- 12.11 The bidder will be able to view (through his Login Id) BOQ Sheets of other bidders, Comparative Chart and Financial Evaluation Summary uploaded by Tender Evaluation Committee. Without login, bidder will be able to view only Comparative Chart.

12.12 SINGLE PACKET SYSTEM (APPLICABLE)

Envelope 1 containing Mandate Form as per Annexure VII, Cost of tender document of all the Tenderers and Authority to Sign as per Clause 11.0 will be opened first and checked. If Cost of Tender Document is 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 unless the bidder has established that it is exempted from payment of Cost of Tender. The Envelope 2 containing Technical Bid and Envelope 3 containing Financial Bid of other Tenderers who

have furnished scanned copy of cost Tender document as per tender stipulations will then be opened.

12.13 TWO PACKET SYSTEM (NOT APPLICABLE)

- (a) ~~Envelope 1 of Packet I containing scanned copy of Earnest Money along with Mandate Form as per Annexure VII, Cost of Tender Document of all the Tenderers and Authority to Sign as per Clause 11.0 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 I (Technical Bid) and PACKET II (Financial Bid) will not be opened and the bid will be considered as non-responsive and rejected unless the bidder has established that it is exempted from payment of Cost of Tender Document and Earnest Money Deposit. The Envelope 2 of PACKET I (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~~
- (c) ~~If required, the Employer may ask any such Tenderer for clarifications on his Technical Bid through CPPP or through E-mail. The tenderer shall furnish the same online only in case clarifications are sought through CPPP and through E-mail if clarifications are sought through E-mail. If a Tenderer does not submit the clarification/document requested, by the specified time, the bid of such Tenderer is likely to be rejected. PACKET II (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 system generated SMS/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 II (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 online PACKET II (Financial Bid).~~

12.14 Mere Opening of Bid to be No Guarantee of its Validity

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.

- 12.15** In order to give effect to the policy of Government of India to encourage 'Make in India', price preference shall be accorded to Local Supplier/Bidder in accordance with Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 on Public Procurement (Preference to Make in India) Order 2017 as amended upto date of the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry. RITES Ltd being a CPSU adopted the guidelines given in the above-mentioned Order dated

04.06 2020 and the following shall be applicable in this tender:

1. Definitions:

‘Local content’ means the amount of value added in India which shall be the total value of the item procured (excluding net domestic Indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this clause.

‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50% defined under this clause.

‘Non - Local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this clause.

‘L1’ means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

‘Margin of purchase preference’ means the maximum extent to which the price quoted by a “Class-I Local supplier” may be above the L1 for the purpose of purchase preference

‘Procuring entity’ means RITES Ltd

‘Works’ means all works covered in the scope of work in this tender.

2. Eligible bidder in this tender: * ‘Class-I local supplier’/ ‘Class-II local Supplier’/ ‘Non-local suppliers’

* (strike out whichever is not applicable).

3. Purchase Preference

(a) In the procurements of goods or works which are divisible in nature. the ‘Class-I local supplier’ shall get purchase preference over ‘Class-II local supplier’ as well as ‘Non- local supplier’, as per following procedure;

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is ‘Class-I local supplier’, the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a ‘Class-I local supplier’, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the ‘Class- I local supplier’ will be invited to match the L1 price for the remaining 50% quantity subject to the class-I

local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(b) In the procurements of goods or works which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non- local supplier', as per following procedure:

i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier' the contract will be awarded to L1.

ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(c) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entity.

4. Applicability of Purchase preference in this tender as per Para: *3(a)/3(b)

*(strike our whichever is not applicable)

5. Type of this Tender/Work: *Goods/ services/ works

*(strike out whichever is not applicable)].

6. Margin of Purchase Preference: The margin of purchase preference shall be 20%.

7. The minimum local content for this tender shall be*

*(Fill the value of minimum local content)

8. Verification of local content:

a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender,

bidding or solicitation shall be required to indicate percentage of local content and provide self- certification that the item offered meets the local content requirement for ‘Class-I local supplier’/‘Class-II local supplier’, as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in **excess of Rs. 10 crores**, the ‘Class-I local supplier’/‘Class-II local supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. In case of false declaration by Class-I local supplier/ Class-II local supplier or submission of false certificate, Banning of Business Dealings shall be done with defaulter as per the Guidelines given in Sub-clause 11.2B

12.16 Definitions

1. **“Bidder”** for the purpose of this Order (including the term ‘tenderer’, ‘consultant’ ‘vendor’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

2. **“Tender”** for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.

3. **“Procuring entity”** means RITES Ltd.

4. **“Bidder from a country which shares a land border with India”** for the purpose of this Order means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country: or
- d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

5. **“Beneficial owner”** for the purpose of paragraph 4 above will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more

juridicial person(s), has a controlling ownership interest or who exercises control through other means Explanation

- a) “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five percent of shares or capital or profits of the company;
 - b) “Control” shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership:
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridicial person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 - iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v. In case of a trust, the identification of a beneficial owner(s), shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership..
- 6. “Agent” for the purpose of this Order is a person employed to do any act for another, or to represent another in dealing with third persons. Requirement of registration**
7. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority i.e .Department for Promotion of Industry and Internal Trade (DPIIT).
8. This Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which The Government of India is engaged in development projects.
9. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website or the Ministry of External Affairs.
- 10 This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) in special cases mentioned hereinunder:

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid 19 pandemic shall be exempt from the provision of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This order shall not apply to procurement by Indian missions and by office of government agencies / undertakings located outside India.

Transitional cases

- 11. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in following manner :
 - a) In tenders which are yet to be opened, or where evaluation of technical bid of the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed :No contracts shall be placed on bidders from such countries.
Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender conditions and the tender shall be processed accordingly.
 - b) If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the entire process shall be scrapped and initiated de novo. The de novo process shall adhere to the conditions prescribed in this Order.
 - c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 7 , a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of Paras 4,5 & 6 read with Para 7 of this order.

Certificate regarding compliance

- 12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Sub-contracting in works contracts

13. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority i.e. Department for Promotion of Industry and Internal Trade (DPIIT).
14. The definition of “Contractor from a country which shares a land border with India” shall be as in paragraph 4 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Validity of registration

15. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. In the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.

Government E-Market place

16. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless / until they are registered in accordance with this order.

Model Certificates

17. Model Certificates which may be inserted in tenders / obtained from bidders are as under;
 - a. Model Certificate for Tenders (for transitional cases as stated in Para 10 of this Order). I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered.”
 - b. Model Certificate for Tenders
“ I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent Authority i.e. DPIIT. I hereby certify that this fulfils all requirements in this regard and is eligible to be a considered. (Where applicable, evidence of valid registration by the Competent Authority i.e DPIIT shall be attached)”.
 - c. Model Certificate for Tenders for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a

country, has been registered with the competent Authority i.e. DPIIT and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority i.e DPIIT. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority i.e DPIIT shall be attached.)”

d. Model Certificate for GeM :

“ I have read the clause regarding restrictions on procurement from a bidder of country which shares a land border with India; I certify that this vendor / bidder is not from such a country or, if from such country, has been registered with the Competent Authority i.e DPIIT. I hereby certify that this vendor/ bidder fulfil all requirements in this regard and is eligible to be considered from procurement on GeM(Where applicable, evidence of valid registration by the Competent Authority i.e DPIIT shall be attached.)”

Note: In case of any clarification is needed, the Office Memorandums / Orders issued by Govt. of India, Department of Expenditure, Public Procurement Division, Ministry of Finance and Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises as mentioned above in this Correction Slip may be referred.

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. The bidders may contact **Arun Kumar , Jt. General Manager (Civil) at RITES Ltd. 56, CR Avenue , Kolkata-700012** regarding inspection of office.

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 Officer of Engineer rank and above in the organization of the Employer. Any breach of this condition by the Tenderer would render his Tender to be rejected.

No Officer of Engineer rank and above 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 Price/rates quoted by the contractor in respect of the contract shall be after considering all input credits and inclusive of all taxes and cess etc. other than GST on Contract Price. The GST leviable on Contract Price shall be paid in addition to the Contract Price

as mentioned below.

In the bill for the works done, the contractor shall charge GST separately. It is the responsibility of the contractor to pay GST to the Government concerned and file statutory return within due date prescribed under the respective Act. For RITES to get input credit, it is necessary that the amount get reflected in the return. In case the next Running Account Bills (RA Bills) are submitted before due date of filing of return, documentary evidence is to be submitted by the contractor/agency in the subsequent running account bill. The procedure for payment of bills shall be as under:

- i. The contractor may be asked to charge GST separately in his bills.
- ii. The GST amount so claimed shall be paid along with payment of running account bill.
- iii. The contractor has to furnish the documentary evidence of the deposit of the GST or a copy of the return in case of adjustment of available input credit, whichever is earlier, before processing of subsequent RA bills. Else, the Engineer-in-Charge shall withhold the GST amount so paid in the previous bill(s), in the subsequent/next RA bill(s).
- iv. Amount to be withheld shall relate only to the extent of GST not deposited or adjusted within due date of filing of return.

In case of final bill, GST amount so deposited shall be reimbursed by the Engineer-in-Charge only after the contractor furnishes the documentary evidence of actual deposit of GST to the credit of Government and is reflected against the GSTIN of the employer.

Regarding payment of GST to the contractor, the decision of Engineer-in-Charge shall be binding on 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) in Item Rate Tender or Mixed

Tender containing one or more Item Wise Schedules, 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

(bidder is allowed to make positive entry only) 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.

18A Amendment to Contract The conditions and clauses of this contract cannot be varied except through a written Supplementary Agreement with mutual consent of both the parties to the contract.

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

GM (RITES), RITES Ltd. invites online percentage rate/item rate bids on Single Packet System for the following work. No other mode of submission shall be accepted.

Sl. No	NT 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	9
1		Geotechnical Investigation in connection of the Consultancy Services (PMC) for construction of Railside Warehousing facility at different Railway stations/goodshed (Chariali, Changra Bandha, Hasimara and Jirania)	2,500.00	8,55,654.00	8,556.00	90 Days	22.08.2022 at 11:00 hrs	23.008.2022 at 11:30hrs

- 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 CPP Portal <https://etenders.gov.in> 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 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 and Cost of Tender Document of the scanned copy of EMD and Cost of Tender Document 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 and Cost of Tender Document 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 go to CPP Portal <https://eprocure.gov.in/eprocure/app?page=BiddersManualKit&service=page> bidders manual kit.

- 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 be able to view the competitors' bid documents.
- 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 and Udyog Aadhar Memorandum (UAM) number.

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 and Udyog Aadhar Memorandum (UAM) number.

3. Authority to Sign (if required as per Clause 11.0 hereinbefore) in the format given at Annexure III/Annexure IV as applicable.
4. RTGS/NEFT details as per Annexure- VII.
5. ~~Self attested copy of Documents in support of meeting the criterion of Annual Financial Turnover in accordance with Para 1 of Annexure I.~~
6. Self-attested copy of Certificates in support of meeting the criterion of Similar Work Experience in accordance with Para 2(a) of Annexure I.
7. Details of Similar Works completed in the format given at Performa 1 in Annexure I.
8. ~~Self attested copy of Certificates in support of meeting the criterion of Construction Experience in key activities/specified components in accordance with Para 2(b) of Annexure I.~~
9. ~~Self attested copy of 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. ~~Self attested copy of 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~~

13. Self-attested copy of Guidelines on Banning of Business Dealings as per Annexure-A.
14. Annexure IX duly filled in.
15. ~~Self-Attested Copy of Partnership Deed/Memorandum and Articles of Association of the firm.~~
16. Self-Attested copy of Corrigendum(s), if any.
17. Self-attested copy of any other document if specified in the correction slips to the Tender Document.
18. ~~Self-certified copy of the Joint Venture Agreement/Memorandum of Understanding as per Annexure II & Annexure IV (where Joint Venture is allowed).~~
19. ~~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).~~
20. Self-attested copy of GST Registration Certificate (As applicable).

Note: - Any clarification / deficient document(s) sought by RITES Ltd. as per Clause 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.

31.0 With reference to Clause 3, Sub-clause 3(a), 3(a) (i), 3(b) and Clause 52.7 of Clauses of Contract of RITES GCC for works (Section-8), the name of the contractor declared as "Poor Performer" as per 52.7 and the contractor, whose Contract is determined as per clause 3 and deemed to be declared as "Poor Performer" as per Sub-clause 3(a) (i) will be placed in RITES' 'Negative List of Contractors' and then such a contractor individually and also any Joint Venture wherein such contractor is a member, will not be eligible for a period of upto two years, to participate in tenders of other works and in the tendering process for balance work as per sub-clause 3(b) which may be invited by RITES. In case the contractor is a Joint Venture, the JV as well as all members of the JV individually or as member(s) of any other Joint Venture (JV) will not be soeligible. In case the contractor is a company then, in addition to the aforesaid

provisions, the Associate Companies and Subsidiary Companies (as defined under Companies Act, 2013), of the company included in the Negative list, will also not be eligible.

QUALIFYING CRITERIA FOR WORKS CONTRACTS

1. ANNUAL FINANCIAL TURNOVER: Not Applicable

2. WORK EXPERIENCE

a) Similar Works Experience

(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.4,27,827.00** OR at least two similar works each of minimum value of **Rs 3,42,261.00** during the last 7 (seven) years prior to the last stipulated date for submission of the Bid. Works completed prior to the cut-off date shall not be considered.

Similar Works

Similar Works shall mean the work of the Any type of Geotechnical Investigation work including collection of disturbed and undisturbed samples for testing at laboratory for preparation of report (including additional work under the contract) carried out in India under a single contract

In case the Bidder (Indian Company) wishes to rely on a work completed abroad, the value of such completed work in foreign convertible currency shall be converted into Indian Rupees. The conversion rate shall be decided by RITES based on the rates of currency on the date of completion of work (the bidder to also submit the currency conversion rate as on completion date of the Credential Certificate relied upon by the bidder for the purpose of work experience). Further, such a bidder (Indian Company) should have also completed at least one construction work of value minimum 25% of estimated cost of work, in India in the last five years.

~~aa) In case of Railway Works involving one or more components like Earthwork, Bridges, Track Linking, Track Laying, OHE, signaling 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 under a single contract (including additional work carried out under the contract)~~

~~In case the Bidder (Indian Company) wishes to rely on a work completed abroad, the value of such completed work in foreign convertible currency shall be converted into Indian Rupees. The conversion rate shall be decided by RITES based on the rates of currency on the date of completion of work (the bidder to also submit the currency conversion rate as on completion date of the Credential Certificate relied upon by the bidder for the purpose of work experience). Further, such a bidder (Indian Company) should have also completed at least one construction work of value minimum 25% of estimated cost of work, in India in the last five years. (strike out (a) or (aa) as applicable)~~

Notes:

- I. 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.
- II. Only such works shall be considered where physical completion of entire work is over or commissioning of work has been done, whichever is earlier.
- III. The Bidder should submit the details of such similar completed works as per the format at Proforma-1 enclosed.
- IV. 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.
- V. 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.

VI. The cutoff 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 cutoff date shall be 07.08.2007.

~~VII. 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.~~

VII. The value of similar work shall be calculated excluding the element of GST on works Contract Service while evaluating on meeting the Qualifying Criteria of Work Experience

~~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~~
- ~~□ 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/amount of key activities/Specialized 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: LargeWorks~~

~~All the partners shall jointly meet this criterion. NormalWorks~~

~~All the partners shall jointly meet this criterion.~~

~~3. – SERVICING OF LOAN / CREDIT LIMIT~~

- ~~(i) 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:~~

- ~~a) In case a bidder has defaulted in servicing his loan/credit limit during past one year, he shall be disqualified.~~
- ~~b) The declaration may be included in the Declaration to be submitted in Performa 3 to this Annexure.~~
- ~~e) In case JV is permitted the following provisions will apply: LargeWorks Each partner shall sign the declaration. NormalWorks 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 30th 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: LargeWorks~~

~~All the partners shall meet individually this criterion. NormalWorks~~

~~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:

~~a) 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)~~

~~b) In case JV is permitted, the following provisions will apply: LargeWorks~~

~~All the partners shall jointly meet this criterion. NormalWorks~~

~~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, only the Experience (and not the Financial 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 7 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.

3. 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.
4. 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.
5. 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.
6. Use a separate sheet for each partner in case of a Joint Venture.
7. 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.
8. Only those works mentioned in Annexure IX shall be given in this Performa.



Proforma 2

Solvency Certificate from a Nationalized or A Scheduled Bank

-Deleted-



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 information/document which may result in our disqualification is concealed by us or any statement/information/document furnished by us or to be furnished by us in connection with this offer, or issued by Bank/Agency/Third Party is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party, businessdealingswithusmaybebanned.

SEAL, SIGNATURE & NAME OF THE BIDDER

signing this document

ANNEXURE II

**DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS
OF THE JOINT VENTURE**

-Not Applicable-

ANNEXURE III

**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 authorize Mr./Ms..... (Name and Resident 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 Joint Venture)~~

~~Our firm is a Member/Lead Member of the Joint Venture 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:

Witness 2: Name:

Name: Address:

Address: Occupation:

Occupation:

Notes:

- In case the Firm/Company is a Member of a Joint Venture, 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.

ANNEXURE IV

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

(Not Applicable)

ANNEXURE V

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 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) In the presence of</p> <p>Witness (Signature, Name & Designation)</p> <p>1.</p> <p>2.</p>	<p>.....</p> <p>Representing RITES LIMITED 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>Witness (Signature, Name & Designation)</p> <p>1.</p> <p>2.</p>
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ANNEXURE VI

INTEGRITY PACT Deleted

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 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.
- 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. In case the action contemplated against the Agency includes forfeiture of EMD also besides Banning of Business Dealings, the Banning Committee will also examine whether Clause 9.4 of Tender and Contract Document is attracted and recommend forfeiture or otherwise of EMD considering all facts and circumstances of the case. A final decision on forfeiture or otherwise of the EMD and for Company-wide banning or otherwise shall be taken by the Competent Authority. The Competent Authority may consider and pass an appropriate speaking order:

- a) For completely exonerating the Agency; or
- b) For forfeiture of EMD but for not banning of business dealings with the Agency; or
- c) For forfeiture of EMD and 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.

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 CURRENT LOAN CASH CREDIT OTHERS
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

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ANNEXURE VIII

-BLANK-

PRE-QUALIFICATION PERFORMA

Name of work				
Tender No.				
Name of the Bidder				
Details of Cost of Tender Document paid by Banker's Cheque/Pay Order/Demand Draft	Name & Address of Issuing Bank	Amount	Date of Issue	Instrument placed at
Details of EMD paid by Banker's Cheque/Pay Order/Demand Draft				

Annual Financial Turnover (NOT APPLICABLE)

S. No.	Financial Years	Turn Over (Rs. In Lacs)	Documents placed at:	Remarks
1	2020-21			
2	2019-20			
3	2018-19			

Profitability (NOT APPLICABLE)

S. No.	Financial Years	Profit with (+) sign or Loss with (-) sign (In Lacs)	Documents placed at:	Remarks
1	2020-21			
2	2019-20			

3	2018-19			
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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 (NOT APPLICABLE)

S. No.	Key Activity/Component	Quantity of Key Activity/Component Executed	Amount of Key Activity/Component Executed	Name of work	Name of Client	Actual Date of Completion of Key Activity / Component	Certificate placed at:	Remarks
1								
2								
3								
4								

Net Worth (NOT APPLICABLE)

S. No.	Financial Years	Net Worth (in Rs.)	Documents placed at:	Remarks
1				

Other Documents to be submitted along with Tender Documents:

S. No.	Particulars	Documents 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	Self-attested copy of Written Power of Attorney of the signatory of the Tender on behalf of the tenderer. (Annexure-III or Annexure III & Annexure IV as applicable)		
4	List of similar works satisfying qualification criterion completed during the last 7 years as per Proforma-1		
5	Integrity Pact as per Annexure-VI		
6	Self-attested copy of Guidelines on Banning of Business Dealings as per Annexure-A		
7	Self-attested copy of Corrigendum/Minutes of Pre-Bid Meeting, if any.		
8	RTGS/NEFT details as per Annexure- VII		
9	Self-attested copy of GST Registration Certificate		

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
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S. No.	State	District
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

SECTION- 3

SPECIAL CONDITIONS

1.0 GENERAL

The present project consists of the following parts :-

- 1) Hasimara is a town in the bank of River Torsa in Alipurduar District of West Bengal
- 2) Chariali is a small town in Tinsukia District in the state of Assam , West Bengal
- 3) Jirania is a small town in the Indian State of Tripura
- 4) Changrabandha (also called Nagar Changrabhandha) is a census town and a gram panchayat in Mekhlaksigunj CD block in Mekhlaxigunj subdivision of Coach Behar District in the state of West Bengal. It is border check point on the Bangladesh India border.

Boring / Drilling are to be conducted at the proposed warehouse locations of the above Railway stations to ascertain ground conditions. .

- 1.1 Efforts will be made by the Employer to hand over the site to the Contractor free of encumbrances. However, in case of any delay in handing over of the site to the Contractor, the Employer shall only consider suitable extension of time for the execution of the work. It should be clearly understood that the Employer shall not consider any other compensation whatsoever on this account viz. towards, idleness of contractor's labour, equipment etc.
- 1.2 The Employer reserves the right to hand over the site in parts progressively to the Contractor. The Contractor will be required to do the work on such released-fronts in parts without any reservation whatsoever.
- 2.0 The Contractor has to work along with other agencies in and around the area allotted for his works. He should execute all his works in complete co-ordination and co- operation with all such agencies and provide access to other agencies so that at no time either his work or the work of other agencies is stopped or delayed. In case of any dispute in this regards, the decision of Engineer-in- Charge or his representative will be final and binding on the Contractor.
- 3.0 (a) For work close to railway line, road, telephone line, power line (both underground and overhead) and structures, all precautions should be taken for ensuring that during the execution of the work no damage is caused to such assets and also no obstruction is caused to the live lines or movement of trains/road traffic.

(b) Adequate protection should be made while moving on public Roads or adjacent and across railway tracks. The rates quoted shall include cost of such items.

4.0 ARRANGEMENTS TO BE MADE BY THE CONTRACTOR:

4.1 Contractor will arrange service road at their own for movement of materials, if required. He will however have no authority to prevent use of such roads by RITES and other bonafide contractors working at site.

4.2 Contractor will have to arrange water supply and electricity connection at his own expenses for his own establishments.

4.3 The Contractor will make all arrangements for getting passes/authorities for his men including making necessary application with photos for each labourer deployed for this work and will bear all costs, if any.

4.4 Necessary arrangements for cutting jungle, bushes, trees & grass have to be arranged by the agency at their own cost. No separate payment will be made on account of the same.

4.5 Contractor will make arrangement of dewatering/shoring wherever required. No extra payment shall be made for any type of dewatering/shoring during execution of the work.

4.6 Protection against pilferage: The successful tenderer will have to arrange for security guard at his own cost at Boring Site.

4.7 (a) The contractor shall, after completion of work, clear the site of all debris and leftover materials, at his own expense to the entire satisfaction of Engineer-in-Charge or his authorized representative.

(b) The Contractor shall backfill the pits/trenches excavated, on completion of the boring/drilling works. If required, the contractor should obtain fill material from his own source. No extra payment will be made for such back filling.

5.0 SAFETY AT SITE:

5.1 The contractor shall maintain in a readily accessible place first aid appliance including an adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be readily available during working hours.

5.2 In the event of any accident at the work spot, if it is established by the enquiry by RITES representative or representative of Local Civil Authority that the accident occurred wholly or partly due to any act tantamount to negligence on

part of the contractor, he shall render himself liable for all damages and also legal proceedings.

6.0 INSPECTION BY RITES REPRESENTATIVE:

6.1 RITES's representative shall have the right at all times to supervise the contractor's work and instruct the contractor and the contractor shall execute the work as per the instructions without any lapse of time.

6.2 The RITES representative posted at site should sign the bore logs and the Contractor or his authorized representative must sign on the same as a token of his acceptance of the entries made therein.

6.3 The field records for the preliminary and detailed exploration shall contain the date when the boring was made, the location of the boring with reference to a permanent system of co-ordinates and the reduced level of the ground surface with respect to a permanent benchmark. The bore logs should also include elevation at which the water table and the upper boundary of each of the successive soil/rock strata were encountered.

6.4 The measurement shall be recorded from the reduced level of boreholes up to the depth of boring/drilling. No payment shall be made for the depth of penetration of SPT sampler beyond the last boring rod. **All boreholes shall be terminated only in presence of RITES representative.**

6.5 Care shall be taken in handling and labeling of samples so that they are received in a fit state for examination and testing and can be correctly identified as obtained from a specified trial pit or boring.

6.6 Colour Photographs (in soft copy) of the rock core obtained shall be taken after stacking the same in the wooden boxes specially made for the purpose with proper identification. The photographs in two copies are to be submitted along with the bore log. No extra payment will be made for the photographs and core boxes.

6.7 All the works shall conform to the standard specification of IS/IRS/IRC as will be applicable.

6.8 All laboratory instruments should have valid calibration certificate.

7.0 TOOLS & LABOURS

7.1 In case any workman is found incompetent or otherwise undesirable by the RITES representative at site, he should not be allowed to work under the Contractor. In this matter, the opinion of the RITES representative will be final

and binding on the contractor.

- 7.2 Labour, equipments, tools, plants and machineries etc. as may be required for executing the work in a modern and workman-like manner as per specification are to be arranged by the successful tenderer to execute the work and no extra payment will be made for this purpose.

8.0 PAYMENT

8.1 Contractor should be registered with the concerned department of Employees Provident Fund Organization (EPFO). No payment shall be released to the contractor until and unless the contractor submits the registration certificate and up to date receipt of provident fund.

8.2 At the time of submission of RA/Final bill a certificate shall be submitted by the contractor regarding up to date clearance of payment to his / their sub contractors, vendors, suppliers, labour contractor etc. if any.

8.3 The rate quoted by the tenderers will remain firm till completion of the entire work. The rate should be inclusive of GST, Royalty, all necessary statutory levies and duties, Transit Insurance etc. of Central, State, Local bodies etc. and charges for materials, labour, all lead, lift, ascent, descent, crossing of road/ railway line including to & fro cost of transportation of soil boring/ rock drilling instruments from any place to geotechnical investigation site.

8.2 Security Deposit: Security Deposit for the successful bidder will be deducted @ 5% (FIVE percent) from the tenderer's running bill/final bill as per RITES GCC. The said security deposits will be refunded to the tenderer after satisfactory completion of the entire work without any interest.

9.0 **SITE FAMILIARIZATION CERTIFICATE:** - The tenderers should visit the worksite, acquaint themselves with site conditions, approach roads, availability of materials, lead of materials etc.

9.1 The contractor is required to execute the work in stretches/areas which are made available to him and which may or may not be in continuous stretches. Decision of Engineer-in-charge shall be final in this regard and binding on the contractor

- 9.2 Contractor shall have no claim if the stretches /areas are not available for the construction /repair at the same time. Also no extra time shall be permitted on this account.
- 10. NIGHT WORK:** - The contractor would be required to carry out the work even at night, without conferring any right on the contractor for claiming for extra payment for introducing night working. The decision of the Engineer-in-charge in this regard will be final and binding on the contractor. Contractor shall make his own arrangement for sufficient illumination at site. Nothing extra will be paid for doing works at night
- 11. FIRST AID:-** The contractor shall maintain in a readily accessible place first aid appliance including an adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be readily available during working hours.
- 12.** Adequate protection should be made while moving on public Roads or adjacent and across railway tracks. The rates quoted shall include cost of such items. Similarly the excess materials supplied free by the Employer shall be returned to the nominated stores of the Clients/RITES. No separate payments will be made extra for these items except where otherwise mentioned. The contractor shall include such expenses for items while quoting his rates for the "SCHEDULE OF QUANTITIES".
- 13.** It should be clearly understood that it is entirely the contractor's responsibility and liability to find, procure and use the required tools and plants and accessories at his own cost for efficient and methodical execution of the work. RITES shall have the right to check the sufficiency or quality of the Contractor's tools from time to time and the Contractor shall carry out all reasonable instructions of RITES in this respect.
- 14.** In the event of any accident at the work spot, or while transporting materials, if it is established by the enquiry by RITES representative/Clients' representatives or Railway/local Civil authority that the accident occurred wholly or partly due to any act tantamount to negligence on part of the contractor, he shall render himself liable for all damages and also legal proceedings.
- 15.** Shifting of labour camp from place to place as the work advances will be at the cost of the contractor.
- 16.** The contractor will co-operate with the Engineer-in-Charge in maintaining

various registers, charts and records etc. in connection with the works.

- 17.** A separate register should also be maintained by the contractor for the deployment of contract labour at site. The registers should be made available to Employer/RITES personnel, as and when required.
- 18.** Time shall be regarded as the essence of the contract and failure on the part of contractor to complete the work by the date stipulated in the agreement and work order will entitle RITES Administration to recover liquidated damages/penalty.
- 19.** No new facilities such as roads, level crossing etc, other than those already in existence will be made available to the contractor.
- 20.** Particulars of work done during each day, with location where the work is done, will have to be recorded in a register by the Contractor's site in charge and the register will be kept available for inspection/scrutiny by RITES' representative. A site order book will also have to be maintained where instructions regarding work to be carried out will be recorded by RITES' representative at site.
- 21.** RITES's representative shall have the right at all times to supervise the contractor's work and instruct the contractor and the contractor shall execute the work as per the instructions without any lapse of time. For this purpose the Contractor shall maintain a Site Order Book. Failure to comply with RITES representative's instructions shall be deemed to be a fundamental breach of contract on the part of the Contractor entitling RITES to rescind the Contract at the Contractor's risk and cost after serving a notice of 7 days.
- 22.** The Contractor will make all arrangements for getting passes/authorities for his men including making necessary application with photos for each labourer deployed for this work and will bear all costs, if any. Housing accommodation and watering arrangements for contractor's labour will have to be arranged by the contractor.
- 23.** The Contractor will issue a Certificate to RITES about having made full payment to all laborers/suppliers/vendor under him engaged for this work.
- 24.** The contractor should indemnify and save harmless RITES/Client against any claims on account of accident to laborers similar occurrence for any reason whatsoever

Section – 4

SCHEDULES A TO F

SECTION- 4

PROFORMA OF SCHEDULES

(Operative Schedules to be supplied separately to each intending Tenderer)

SCHEDULE ‘A’

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

SCHEDULE ‘B’ – - Not Applicable -

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

Sl. 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’ – Not Applicable

CLAUSE 10 CC

- Not Applicable -

SCHEDULE ‘F’

Reference to General Conditions of Contract

Name of Work : Geotechnical Investigation in connection of the Consultancy Services (PMC) for construction of Railside Warehousing facility at different Railway stations/goodshed (Chariali,Changra Bandha,Hasimara and Jirania).

Estimated cost of work : Rs 8,55,654.00 (Rupees Eight Lakh Fifty Five Thousand Six hundred and Fifty Four only)

Earnest money : **₹ 8556.00 (Rupees Eight Thousand Five Hundred and Fifty Six only)**

Performance Guarantee (Ref. Clause 1) 3% of Tendered value.

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

Notice Inviting Tender and Instruction to Tenderers

Officer inviting tender : Additional General Manager
RITES Ltd. (Civil) /SBU Head
56, CR Avenue , Kolkata-700012

CONDITIONS OF CONTRACT

Definitions

2 (iv) Employer	RITES Ltd.
2(v) Engineer-in-Charge	Additional General Manager/SBU Head/RPO-Kol
2(vii) Accepting Authority	Additional General Manager/ SBU Head/ RPO-Kol
2(ix) Percentage on cost of materials and labour to cover all overheads and profits.	NA
2(x) Standard Schedule of Rates	NA
2(xiii) Date of commencement of work	07 days from the date of issue of LOA or the first date of handing over of site whichever is later

CLAUSES OF CONTRACT

Clause 1 Time allowed for submission of P.G. from the date of issue of Letter of Acceptance subject to maximum of 15 days

Clause 2 Authority for fixing compensation under clause 2 : Addl.General Manager/SBU Head/RITES LTD

Clause 2A Whether Clause 2A shall be applicable NO

Clause 5

5.1 (a) Time allowed for execution of work **90 (Ninety) days** from the date of issue of LoA/W.O., whichever is earlier

Date of start

07days 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)

NOT APPLICABLE

Clause 5A

Shifting of stipulated date of completion

Competent authority
Clause 2(vii) of Conditions of Contract above

Accepting Authority as Specified in

Clause 6 A Whether Clause 6 or 6A applicable

Clause 6

Clause 10A

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

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

NO

Clause 10 CC

Whether Clause 10CC applicable

NO

Clause 11

Specifications to be followed for execution of work

As specified in **SECTION 5**

Clause 12

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

i) For Non-foundation items.
Plus 25% apply 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 NA

Clause 16 Competent Authority for deciding reduced rates : Addl.General Manager/SBU Head/RITES LTD

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

Clause 25

25 (i)

Appellate Authority

Regional Head

Appointing Authority

ED /RP /RITES Ltd

Clause 36 (i) & (iii)

Minimum Qualifications & Experience required and Discipline to which should belong

APPLICABLE.

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

Designation	Rate of Recovery per month for non-deployment
Geotechnical Engineer	` 25,000.00
Drilling Foreman	` 10,000.00

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 Contract As indicated in **Section 5**

Whether Clause 46.11.1A applicable

YES Whether Clause 46.13A applicable

NO Clause 46.17

City of Jurisdiction of Court

Kolkata

Clause 47.2.1

Sum for which Third Party Insurance to be obtained

Rs. 05 Lakh per occurrence.with the number of occurrences limited to four

Clause 55

Whether clause 55 shall NO be applicable.

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

Section – 5

TECHNICAL SPECIFICATIONS

- 1.0 This specification covers the technical requirements for a detailed “Geotechnical investigation at field”. The detailed geotechnical investigation shall be carried out at land & river bed to provide the designer with sufficiently accurate information both general and specific about the substrata profile and relevant soil and rock parameters at site on the basis of which the foundation for various structures can be designed rationally.

2.0 SCOPE

- 2.1 The work shall include mobilization of all necessary equipments, providing necessary engineering supervision and technical personnel, skilled and unskilled labours, arranging water for drilling and working platform for river drilling etc. as required to carry out the entire field investigation.
- 2.2 The contractor shall make his own arrangements for locating the bore hole position, trial pits and other field tests as per the drawings/sketches supplied to him and for determining the reduced levels at these locations with respect to bench mark indicated by the engineer-in-charge.
- 2.3 All the field data shall be recorded in the proforma recommended in Indian Standard Codes and the field records shall be countersigned by the engineer-in-charge. The contractor shall submit two copies of the field bore logs to the engineer-in-charge soon after the completion of each bore hole. All the investigations are to be carried out by the contractor as per the priority requirements of the engineer-in-charge.
- 2.4 The contractor shall intimate the engineer-in-charge giving reasons if any additional specific tests he considers necessary to be carried out duly considering local sub-soil conditions before starting of such tests.
- 2.5 Whenever the contractor is unable to extract undisturbed samples he should immediately inform the engineer-in-charge.
- 2.6 The collected samples are to be immediately brought to the laboratory considering minimum moisture loss. The tests are to be conducted in the laboratory as per specified code provision and required recommendation is to be provided in the end.

3.0 BORE HOLE LOCATIONS AND DEPTH

- 3.0 The location, extent and depth of bore holes and field tests/area(s) indicated in the drawing /list is subject to change that may be necessary during actual execution of the work. No claim whatsoever shall be entertained for differences between the location, extent and depth/area(s) etc. of bore holes/tests indicated on the drawing/list and those shown on the tender drawings. The work shall be carried out as per the instructions of the engineer-in-charge.

- 3.1 **The bidder must visit the site prior to submitting his tenders to acquaint himself fully with the nature, type, scope of work and involvement therein.** The rates quoted shall remain firm during the entire period of execution till completion of the work and any additional claim for lack of knowledge shall not be entertained.

4.0 GENERAL REQUIREMENTS

- 4.1 In areas which have already been developed, the contractor shall take advantage of existing local knowledge, record of trial pits, bore holes etc. in the vicinity and the type of foundations adopted and behaviour of existing structures particularly those of similar nature to the ones proposed for this project.
- 4.2 The contractor shall make use of information gathered from quarries, unlined wells, cuttings from nearby areas etc. The general topography of the nearby areas will often give some indication about the variation of the soil conditions which are likely to exist.
- 4.3 The contractor shall gather data regarding the removal of overburden by excavation, erosion or land slides in the areas which may give an idea of the amount (account) of reconsolidation that the soil strata has undergone. Similarly data regarding recent fill shall also be studied to determine the characteristics of the fill as well as the original strata.
- 4.4 The water level in streams and watercourses if any in the neighbourhood shall be noted. Reliable information regarding ground water level shall also be gathered from water level in the nearby wells.
- 4.5 It is essential that the equipments/instruments are properly calibrated at the commencement of the work so that they represent true values and submit the test reports to the engineer-in-charge. If the engineer-in-charge so desires, the contractor shall arrange for having the instruments tested in presence of the engineer at an approved laboratory at the contractor's cost and the test reports shall be submitted to the engineer-in-charge.

4.6 Samples with CR and RQD value NIL shall be treated as residual soil.

5.0 CODES AND STANDARDS

- 5.1 All standards, specification and codes of practice referred to herein shall be the latest editions including all applicable official amendments and revisions.
- 5.2 In case of conflict between this specification and those (IS codes/RDSO's guideline and standards etc.) referred to herein the former shall prevail.
- 5.3 All work shall be carried out as per the specification and the following standards and codes / RDSO's guidelines as per code.

IS: 1080 Code of practice for design and construction of simple spread foundations
 IS: 1498 Classification and identification of soils for general engineering purposes
 IS: 1892 Code of practice for subsurface Investigation for foundation

IS: 1904 Code of practice for design and construction of foundations in soils: General requirements

IS: 2131 Method of standard penetration test for soils

IS: 2132 Code of practice for thin walled tube sampling of soils
 IS: 2720 Method of test for soils (Relevant parts)

IS: 2809 Glossary of terms and symbols relating to soil engineering
 IS: 2810 Glossary of terms relating to soil dynamics

IS: 2911 Code of practice for design and construction of pile foundations (Relevant parts)
 IS: 2950 Code of practice for design and construction of raft foundation

Part-I

IS: 4078 Code of practice for indexing and storage of drill cores

IS: 8009 Code of practice for calculation of settlement of foundation

Part-I & II

IS: 8763 Guide for undisturbed sampling of sand

IS: 8764 Method for determination of point load strength index of rocks

IS: 9143 Method for determination of unconfined compressive strength of rock materials
 IS: 9179 Method for preparation of rock specimen for laboratory testing

IS: 9640 Specifications for split spoon sampler

IS:4453 Code of practice for exploration by pits,trenches,drifts and shafts

IS:4464 Code of practice for presentation of drilling information and core description in foundation investigation

IS:5249 Method of test for determination of in-situ dynamic properties of soils
 IS:5313 Guide for core drilling observations

IS: 6403 Code of practice for determination of allowable bearing pressure on shallow foundation

IS: 6935 Method of determination of water level in a bore hole
 IS: 11229 Specifications for shear box testing of soils

IS: 12070 Code of practice for design and construction of shallow foundations on rocks
 IS 2720 Part IV Grain size Distribution

IS 2720 Part V Atterberg Limits

IS 2720 Part Natural Moisture Content
 IS 2720 Part II Natural Dry Density

IS 2720 Part XI Shear Parameters

IS 2720 Part XV Consolidation Characteristics

RDSO guidelines for earthwork in railway projects (Guideline No. GE: G-1)

For slope stability analysis, RDSO's circular no. GT/SPEC/007/Rev 0/1991(earlier circular no. 20DT 4.9.91) or any other IS code as applicable for conducting test and submission of report.

6.0 FIELD INVESTIGATION- SOIL

6.1 Boring

6.1.1 General Requirements

- a) Bore holes shall be drilled at specified locations to obtain information about the sub- soil profile, its nature, strength and to collect soil samples for strata identification and conducting laboratory tests. The minimum diameter of the boreholes shall be 150mm and boring shall be carried out in accordance with the provisions of I S: 1892 and as per this specification.
- b) All bore holes shall extend up to the depths shown on enclose list or as directed by the engineer-in-charge. If the strata with standard penetration test (SPT) 'N' value greater than 100 for 30cm penetration with characteristics of rock is met with earlier, the borehole shall be advanced further by chiselling. Chiselling shall be continued for a maximum depth of 20 cm or upto 2 hours whichever is earlier. During chiselling rock fragments/rock cores shall be collected. Identification of rock strata shall be on the basis of visual examination of SPT sample and rock fragments. After it is established that rock is met with, the borehole shall be advanced further by drilling in rock as specified in clause 7.0 and cores shall be collected. When the borehole is terminated in soil strata, an additional standard penetration test shall be carried out at the termination depth.
- c) Casing pipe shall be used in the borehole to support its sides when side fall is suspected to occur inside the borehole. When casing pipe is used, it shall be ensured that its bottom end is at all times 15 cm above the bottom of the borehole. In case of cohesion less soils the advancement of the casing pipe shall be such that it does not disturb the soil to be tested or sampled. The casing shall be advanced by slowly turning the casing pipe and not by driving.
- d) In-situ tests and collection of undisturbed samples (UDS) shall be carried out at regular intervals and at change of strata or as decided by the engineer-in-charge. Representative disturbed and undisturbed samples shall be preserved for conducting various tests in the laboratory. Water table in the borehole shall be carefully recorded and reported. No water/drilling mud shall be added while boring above ground water table. For cohesion less soil below water table, the water level in the borehole shall all times be maintained at slightly above the water table.
- e) The borehole shall be cleaned using suitable tools up to the depth of testing or sampling ensuring that there is minimum disturbance of soil at the bottom of the borehole. The process of jetting through an open tube sampler shall not be permitted. In cohesive soils, the borehole may be cleaned using a bailer with a flap valve. Gentle circulation of drilling fluid shall be done when rotary mud circulation boring is adopted.
- f) On completion of the borehole, the portion drilled in soil shall be backfilled with sand unless otherwise directed by the engineer-in-charge.
- g) Wash boring shall not be adopted.

6.1.2 Auger Boring

Auger boring can be adopted in soft to stiff cohesive soils above water table. Augers shall be of helical or post hole type, which may be manually or power operated. While boring care shall be taken to minimize the disturbance to the deposits below the bottom of the borehole. The cuttings brought up by the auger shall be carefully examined in the field and the description of all the strata shall be duly recorded in the field bore log as per IS: 1498. No water shall be used while auger boring.

6.1.3. Shell and Auger Boring

Shell and Auger boring can be used in all types of soil free from boulders. For cohesionless soil below ground water table, the water level in the bore hole shall always be maintained at or above the ground water level. The use of chisel bit shall be permitted in hard strata with SPT-N value greater than 100. Chisel bits may also be used to extend the borehole through local obstruction such as old construction, boulders, rocky formations etc. All other requirements in clause 6.1.2 shall apply for this type of boring also.

6.1.4 Percussion Drilling

This method can be adopted in soil with gravel and boulders when the boring has to be done at a faster rate. This method consists of breaking of the strata by repeated blows from a chisel or drilling bit and bailing out the debris at intervals by adding water into the borehole. This method is not suitable for careful and very reliable sampling operation because of the disturbance caused during boring. This method shall not be adopted unless otherwise specified or permitted by the engineer-in-charge.

6.1.5 Rotary Mud Circulation Drilling

This method can be used in all types of soil below water table. In this method boring shall be done by rotating the bit fixed at the bottom of the drill rod. Proper care shall be taken to keep a firm contact between the bit and the bottom of the borehole. Bentonite or mud laden fluids shall be used as the drilling fluid to serve as the protective surface inside the borehole.

6.2 Standard Penetration Test (SPT)

This test shall be conducted in all types of soil strata met within the bore hole to find the variation in the soil stratification by correlating with the number of blows required for unit penetration of a standard penetrometer. This test shall be conducted at 3 m intervals, at every change of strata, at depths wherever undisturbed soil samples could not be collected and as per the directions of the engineer-in-charge. The starting depth of performing SPT shall be 1m or 2.5m depth below ground level, as per feasibility at site. This depth shall be staggered in alternate boreholes.

The depth interval between the top level of standard penetration test and to that of (next) undisturbed sampling shall not be less than 1 m. The specification for equipments and other accessories, procedure for conducting the test, presentation of test results and collection of disturbed soil samples etc. shall conform to IS: 2131.

This test shall be carried out by driving a standard split spoon sampler in the borehole by means of a 650 N hammer having a free fall of 0.75 m. The sampler shall be driven using the hammer for 450 mm penetration. While driving, the number of blows for every 150 mm penetration and the penetration for

every 50 blows shall be recorded. The number of blows for the last 300 mm drive shall be reported as 'N' value. This test shall be discontinued when the blow count is equal to 100 and the penetration shall be recorded. Refusal shall be considered to be met with when the blow count is equal to 100. At the location where the test is discontinued, the penetration and the corresponding number of blows shall be reported. Sufficient quantity of disturbed soil samples shall be collected from the split spoon sampler for identification and laboratory testing. The samples shall be visually classified & recorded at the site and shall be properly preserved and labelled for future identification & testing.

6.3 Sampling

6.3.1 General

- a) Sufficient number of soil samples shall be collected for reliable estimation of soil properties. The samples collected shall be either disturbed or undisturbed. Disturbed soil samples shall be collected for field identification and conducting laboratory tests such as sieve analysis, index properties, specific gravity, chemical analysis etc. Undisturbed samples shall be collected to estimate physical, strength and settlement properties of the soil.
- b) All the accessories required for sampling and the method of sampling shall conform to IS: 2132. All disturbed and undisturbed samples collected in the field shall be classified at site as per IS: 1498.
- c) All the samples shall be identified with date, bore hole or trial pit number, depth of sampling etc. It is also essential to mark an arrow pointing towards the top surface of the undisturbed sample, as the soil was in-situ. Care shall be taken to keep the undisturbed soil samples and box samples vertically with the arrow directing upwards. The tube samples shall be properly trimmed at both ends and suitably sealed with molten paraffin wax at both ends immediately after extracting the samples from the bore hole/trial pit and suitably capped on both sides.
- d) When the contractor fails to collect undisturbed soil sample at a specified depth, the borehole shall be advanced by 0.50 m and shall be performed with a standard penetration test. The reason for not obtaining the undisturbed soil sample shall be indicated in the bore log.
- e) Precaution shall be taken to ensure that there shall not be any change in moisture content and disturbance of the soil samples and they shall be placed in a temporary store at the end of the day's work. All the samples shall be kept over a bed of sand, jute bags, saw dust etc. and covered over the top with similar material. The bed and top cover shall be kept moist till they are properly packed in wooden boxes. The contractor shall be responsible for packing and transporting of all the samples from site to the laboratory within seven days after sampling with proper protection against loss and damage.

6.3.2 All the samples shall be suitably packed in wooden boxes using sand, saw dust etc. all around the samples before transporting to the laboratory for testing.

6.3.3 Disturbed Samples

- a) Disturbed soil samples shall be collected from cuttings and from split spoon sampler in boreholes

at regular intervals to provide complete description of soil profile and its variation. The samples shall be immediately stored in airtight jars or polythene bags and labelled with borehole/trial pit number and depth.

- b) In elevated areas, if superficial material is available in plenty, then bulk samples from a depth of about 0.5m below ground level shall be collected to establish all required properties to use it as a fill material. Disturbed samples weighing about 250N shall be collected at shallow depths and immediately stored in polythene bags as per IS: 1892. The bags shall be sealed properly and shall be kept in wooden boxes.

6.3.4 Undisturbed Samples

In each borehole undisturbed sample (UDS) shall be collected at regular intervals of 3m and as directed by the engineer-in-charge. The starting depth of collecting UDS shall be either 2.5m (where starting depth of SPT is 1m) or 1m (where starting depth of SPT is 2.5m) depth below ground level and as directed by the engineer-in-charge. The starting depth shall be staggered in alternate boreholes. Undisturbed samples shall be of 100mm diameter and overall length 600mm length. Samples shall be collected in such a manner that the structure of soil and its moisture content do not get altered. The specification for the accessories required for sampling and the sampling procedure shall conform to IS: 1892 and IS: 2132. Undisturbed sampling in sand shall be done using compressed air technique as mentioned in IS: 8763. Thin walled sampler shall be used to collect undisturbed samples by pushing the tube into the soil. The sampling tube shall have a smooth finish on both surfaces and minimum effective length of 450mm. The area ratio of sampling tubes shall be less than 10%. However in case of very stiff soils, area ratio upto 20% shall be permitted.

a) Undisturbed Sampling in Cohesive Soil

Undisturbed samples in soft to stiff cohesive soils shall be obtained using a thin walled sampler. In order to reduce wall friction, suitable precautions such as oiling the surfaces shall be taken. The borehole shall be cleaned and the depth of sampling below ground level shall be noted. The sampler shall then be attached to the bottom of boring rods and lowered into the borehole. The sampler shall be pushed into the clay layer by hand or by jacking and soil samples of specified length shall be collected without disturbing soil. The distance by which the sampler penetrates into the soil strata shall be checked. Care shall be taken to ensure that the sampler is not driven too far as this will compress the soil. The sampler shall be rotated to break the core at bottom of the sampler and then steadily drawn up.

b) Undisturbed Sampling in Cohesionless Soils

Undisturbed samples in cohesionless soils shall be obtained as per the procedure given in IS: 8763. Compressed air sampler shall be used to take the samples of cohesion less soil below water table. Precautions shall be taken to clean the borehole before sampling. Thin walled tube samplers of standard size internal diameter shall be used. The height and other dimensions of the sampler shall be recorded before use. Proper care shall be taken to maintain the water level in the borehole slightly above the ground water table before and during sampling operations. Immediately after the sample is obtained, the ends of the sample shall be waxed and capped to avoid moisture content changes.

6.3.5 Relaxation During Sampling

- a) The sampler shall be pushed into the soil and driving of sampler shall be resorted to only when it

cannot be pushed into the soil. This shall be done only with the permission of the engineer-in-charge and all the details about the same shall be recorded in the bore logs.

- b) In clays when 'N' value is greater than 50, the undisturbed sampling may be replaced by standard penetration test.

6.4 Ground Water

6.4.1 The ground water table shall be measured in boreholes as per IS: 6935 or as per the instructions of the engineer-in-charge.

6.4.2 Sub soil water samples shall be collected for carrying out chemical analysis. Representative samples of ground water shall be collected when it is first encountered in boreholes before the addition of water to aid boring or drilling.

6.5 TRIAL PIT

6.6 **Trial pits shall** be of 3m x 3m size or any suitable size so as to permit easy access for visual examination of walls of the pit and to facilitate sampling and in-situ testing operations. Pits shall be excavated upto a maximum depth of 2.5m below ground level or as per the directions of the engineer-in-charge. Precautions shall be taken to ensure the stability of pit walls including provision of shoring if necessary as per IS: 4453. Precautions shall be taken to prevent surface water draining into the pit. Arrangements shall be made for dewatering if the pit is extended below water table. Trial pits shall be kept dry and a ladder shall be provided for easy access to the bottom of the pit. In-situ tests shall be conducted and undisturbed samples shall be collected immediately on reaching the specified depth so as to avoid substantial changes in moisture content of the subsoil. Arrangements shall be made for barriers, protective measures and lighting necessary for the period the pits remain open.

6.6.1 A note on the visual examination of soil strata shall be prepared. This should include the nature, colour, consistency and visual classification of the soil, thickness of soil strata, thickness of expansive soil & ground water table if any etc.

6.6.2 Undisturbed/Disturbed samples shall be collected at 1m, 2m depth and at the termination depth in all the pits.

7.0 FIELD INVESTIGATION- ROCK

7.1 Rock Drilling

Drilling in rock shall be done at specified locations or as per the directions of the engineer-in-charge. Before commencing drilling, it shall be proved that characteristics of rock have been met with as mentioned in clause 6.1.1(b). The starting depth of drilling in rock as mentioned in clause 6.1.1(b) shall be certified by the engineer-in-charge. The portion drilled in rock shall be backfilled with 1 part of cement: 3 part of sand (1:3) grout unless otherwise directed by the engineer-in-charge.

7.1.2 Equipment

Core drilling shall be done by rotary motion using Tungsten carbide/ diamond bit. The feed or thrust to the drilling bit shall be actuated by hydraulic system. The rotary core drilling equipment and procedure for drilling shall conform to IS: 6926. The equipment shall be provided with necessary facilities to regulate the spindle speed, bit pressure and water pressure during core drilling to get a good core recovery.

Drilling shall be carried out with Nx size Tungsten carbide/ diamond tipped drill bits or impregnated diamond bits depending on the type of rock encountered. Double tube swivel core barrel of Type B

conforming to IS: 6926 shall be used to ensure a good core recovery and to pick up cores from all layers of rock. Suitable core catchers shall be used to ensure continuous and good core recovery.

7.1.3 Procedure

- a) The drilling fluid shall be clean water. Circulation of drilling fluid shall be started before the core barrel reaches the bottom of the hole to prevent cuttings or sludge from entering the core barrel at the start of coring. Drilling fluid shall be circulated continuously down the hollow rods and the sludge conveying the rock cuttings to the surface shall be collected.
- b) When drilling through soft/ weathered/ fractured rock, water circulation must be reduced so as to avoid shattering/ breaking of core.
- c) The rotational speed of the bit (spindle speed), the amount of downward pressure applied on the bit (bit pressure) and water pressure shall be suitably adjusted and properly monitored so that the core is collected with least disturbance and to avoid shearing of the core from its base. Bit speed, bit pressure, water pressure for the type of bit for various rock types shall be as per Appendix A of IS: 6926.
- d) No drill run shall exceed 0.75m in length. This can be increased to 1.5m provided the core recovery observed is more than 80% in two successive 0.75m drill runs and on approval from engineer-in-charge. If the core recovery is less than 20% the SPT shall be performed before commencing the next drill run as explained in clause 6.2
- e) If at any time blocking of the bit or grinding of the core is observed, the core barrel shall be immediately withdrawn from the borehole regardless of the length of drill run completed.

7.1.4 Observations

- a) The colour of return water at regular intervals, the depth at which any change of colour of return water is observed, the depth of occurrence and amount of flow of hot water if encountered shall be recorded.
- b) The depths through which a uniform rate of penetration was maintained, the depth at which a marked change in rate of penetration or sudden fall of drill rod occurs due to gap joint, the depth at which any blockage of drill bit causing core loss if any etc. shall be recorded.
- c) Any heavy vibration or torque noticed during drilling should be recorded together with the depth of occurrence.
- d) Special conditions like the depth at which grouting was done during drilling, presence of artesian conditions, loss of drilling fluid, observation of gas discharge with return water etc. shall also be observed and recorded.
- e) During drilling operation, observation on return water, rate of penetration etc. shall be recorded in a proforma as given in IS: 5313, Appendix-A.

7.1.5 Core Samples

- a) Core samples shall be extracted by the application of continuous pressure at one end of the core with the barrel held horizontally without vibration. Friable cores shall be extracted from the barrel directly into a suitable sized half round plastic channel section. Care shall be taken to maintain the direction of extrusion of sample same as that while coring to avoid stress reversal.
- b) Immediately after withdrawal from the core barrel, the cores shall be placed in a tray and transferred into boxes specially prepared for the purpose. The boxes shall be made from seasoned timber or any other durable material and shall be indexed on top of the lid as per IS: 4078. The cores shall be numbered serially and arranged in the boxes in a sequential order.
- c) The description of the core samples shall be recorded as per IS: 4464. Where no core is recovered, it shall be recorded as specified in the continuous record of core recovery and RQD in the core log as per IS: 11315, Part-II
- d) The basic information for the description of rocks shall cover i) degree of weathering ii) discontinuity spacing iii) strength iv) colour v) grain size vi) structural condition, the mineralogy of the grains and cementing material vii) rock name, special features like major joint planes, features/laminations, faults etc.

7.1.6 Standard Penetration Test

The relevant hardness of rocks shall be tested in boreholes after every drill run of 0.75m in rock if core recovery observed in less than 20% or as directed by the engineer-in-charge. The testing equipment and arrangement shall be conforming to IS: 2131. The number of blows for each 15mm penetration to a total penetration of 450mm shall be recorded. Penetration for every 50 blows shall be recorded and the test shall be stopped at a total of 100 blows.

LABORATORY INVESTIGATION- SOIL

8.1 Cohesive Soil

8.1.1 Grain size Distribution:

Grain size distribution to be done to classify soils as gravel, sand, silt and clay as per IS 2720 Part IV-1985. This test shall be performed on both disturbed as well as undisturbed soil samples. The percentage by weight of soil passing through each sieve shall be calculated and the soil to be classified as per IS 1498-1970. The soils are classified according to their size in mm as follows:

Boulder	Cobble	Gravel		Sand			Finer fraction	
				Coarse	Medium	Fine	Silt	Clay
300	80	4.75	2.0	0.425	0.075	0.002		

8.1.2 Hydrometer analysis :

The smallest sieve commonly used in grain size analysis has an opening of 0.075mm. Since the soil samples obtained containing particles finer than 75 μ , grain size analysis of materials finer than 75 μ , (i.e. a combination of silt & clay) has to be made by Hydrometer Analysis or wet mechanical analysis.

8.1.3 Atterberg Limits :

In order to classify the soil, this test has to be exclusively done on cohesive soil samples as per IS 2720 (Part-V)- 1985. The limits, called Consistency limits or Atterberg limits are to be determined by this test and accordingly the clay, silt and also the organic soils are to be classified as low, intermediate or highly plastic from Casagrande plasticity chart.

8.1.4 Triaxial Compression test:

The drainage condition of a sample is generally the deciding factor in choosing a particular type of Triaxial test in laboratory. The purpose of carrying out a particular test is to simulate field condition as far possible. Any of the three types of triaxial compression tests are to be conducted in the laboratory depending upon drainage condition viz. a) Unconsolidated Undrained Test, b) Consolidated Undrained or Quick Test, c) Consolidated Drained or Slow Test. The samples are to be tested for determination of 'C' and ' ϕ ' values by Mohr's circles.

8.1.5 Box Shear test:

In order to determine the shear properties of soil samples, Box shear tests need to be conducted as per IS: 2720 (Part XIII-1986). The samples are to be tested for determination of 'C' and ' ϕ ' values by Mohr's circles.

8.1.6 Consolidation Test:

In order to determine the compressibility characteristics of the soil samples, one-dimensional consolidation test has to be conducted as per IS 2720 (Part XV)-1986. From the test data, void ratio vs pressure curve has to be plotted on a semilog graph paper. This curve has to be used in the computation of compression index C_c and settlement.

8.1.7 Cohesionless Soil

All the above laboratory tests are to be conducted on cohesionless soil except the Hydrometer Analysis, Atterberg Limit and Consolidation tests.

9.0 LABORATORY INVESTIGATION- ROCK

9.1 Specific Gravity, Void Ratio, Water Content :

The tests on soil are to be conducted and values are to be reported as per codal provision.

9.2 Uniaxial Compressive Test, Point Load Test :

The tests on soil are to be conducted as per provision of relevant code.

10.0 SUBMISSION OF REPORT

It should be considered containing scope of work , physiography , details of Geotechnical Investigation, Laboratory Bore Hole Location sketch , Reference Bench Mark , Record of Boring , Field Test result , Laboratory test results including chart / graphical representation (As per Format of code) , Lithological section and

conclusion , recommendation for type of foundation with details , supporting calculation as per provision of relevant IS Code.

SECTION-6

DRAWING

(ENCLOSED SEPARATELY)

Signature of the tenderer
Under seal of the firm