

E-TENDERDOCUMENT

FOR

“Land acquisition for Non-Forest land (Private land, Government land and Land for CA) and Forest land including Obtaining Forest Clearance for Construction of Private Railway Siding of S.C.Co.Ltd taking off from proposed Tentuloi Station to Naini Mines, Angul (Dist.) Odisha.”

PART-1

(TECHNICAL BID)

CONTENTS

Section-1: Notice Inviting Tender and Instructions to Tenderers.

Section-2: Additional Conditions of Contract.

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(A Government of India Enterprise)

**Project Unit Head, Unit No.1122-1132,
11thFloor, DLF Cyber City, Infocity Road,
Chandaka Industrial Estate, Patia,
Bhubaneswar-751024**

E-Tender No:- RITES/BBSR/SCCL/Land Acquisition/OT-09/2024-25 dated: 01.11.2024

RITES LIMITED
BHUBANESWAR-751024

Notice Inviting e-Tenders

The Project Unit Head, RITES Ltd, Bhubaneswar, invites on behalf of SCCL Govt of Telaganana, online ~~item rate/percentage rate/combination of item rate & percentage rate/lump sum~~ bids on-single/~~two~~-packet system for the following work(s):

NIT No.: RITES/BBSR/SCCL/Land Acquisition/OT-09/2024-25 dated: 01.11.2024

Name of Work: “Land acquisition for Non-Forest land (Private land, Government land and Land for CA) and Forest land including Obtaining Forest Clearance for Construction of Private Railway Siding of S.C.Co.Ltd taking off from proposed Tentuloi Station to Naini Mines, Angul (Dist.) Odisha.”

Estimated Cost: **Rs. 81,36,750.00**

Earnest Money: **Rs. 1,63,000.00**

Period of Completion: **Seven Months (07) months**

Last time and date of submission of bid: 15:00 Hrs. (IST) of 12.11.2024.

The bid forms and other details can be obtained from the website:
<https://etenders.gov.in/eprocure/app> .

Addendum/Corrigendum, if any, shall be hoisted online only.

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SECTION 1

NOTICE INVITING TENDER

AND

INSTRUCTIONS TO TENDERERS

SECTION 1

NOTICE INVITING TENDER AND INSTRUCTIONS TO TENDERERS

1.0 GENERAL

1.1 Tender Notice

Tenders are invited through E-Tendering system by RITES Ltd., a Public Sector Enterprise under the Ministry of Railways, acting for and on behalf of SCCL, Govt of Telangana (Employer) as an Agent/Power of Attorney Holder, from eligible firms / agencies, satisfying the set eligibility and qualifying criteria, for the work of ***“Land acquisition for Non-Forest land (Private land, Government land and Land for CA) and Forest land including Obtaining Forest Clearance for Construction of Private Railway Siding of S.C.Co.Ltd taking off from proposed Tentuloi Station to Naini Mines, Angul (Dist.) Odisha.”***

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

1.1 (a) Category of this Tender: **Works**

1.2 Estimated Cost of Work

The work is estimated to cost **Rs. 81,36,750.00 (Rupees Eighty One Lakhs Thirty Six Thousand Seven Hundred Fifty Only)** excluding GST. The estimate is generally based on prevailing market rates and budgetary cost estimate collected from specialization agency for non-schedule items. This Estimate, however, is given merely as a rough guide.

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

1.3 Time for Completion

The time allowed for completion will be **07 Months** from the date of start which is defined in Schedule F under Clause 5.1(a) of Clauses of Contract.

1.4 Brief Scope of Work:

1. Demarcation of Land boundary and fixing of pegs at interval of 50m based on the Section finalized with land boundary offsets on either side.
2. Preparation of land acquisition proposal.

Preparation of Land acquisition proposals and submission of requisition to the concerned District authorities along with plans as per latest Land acquisition Act.

The Contractor has to submit the total land acquisition proposal based on land plans prepared as per technical requirement, as per sections of latest land acquisition act 2013 and amendments thereon by the state Government of Odisha.

All land records and other required documents related with the land acquisition shall be obtained from the Revenue office or from District Administration as the case may be. The land schedule shall be prepared, land details digitized in appropriate format/ programme as required for processing the land acquisition.

Joint verification of Land, owners etc. shall be done by the Contractor along with Revenue Authorities/SCCL/RITES Authorities.

All the necessary forms required for submission are to be prepared by the Contractor and submitted to District Authorities for land acquisition. The Contractor shall pursue with the District Authorities on the matter. SCCL/RITES will provide the necessary assistance for submission of proposal to the concerned district authorities.

3. Assessment, Valuation and Submission of details of Structures

The Contractor has to take the measurements of existing structures coming in alignment/ within the proposed Railway boundary and to prepare the estimate of the structures measured like buildings, open well/ tube wells, pump house, irrigation pipeline etc. as per SOR of R&B as applicable. Structures to be measured like Existing Govt./Pvt. Structures coming within the Proposed alignment and Land Boundary like Buildings, complete, Open / Tube Well, Pump House, Irrigation Pipeline etc.

The Contractor is also required to keep close coordination with Revenue Department for collecting relevant documents/records in connection with Land Acquisition proposal during the course of demarcation of land boundary on maps as well as on ground.

These estimates are to be approved /vetted by R&B department of concerned district authorities and to submit to the district authorities for payment of compensation.

During the period between approval of Land Plans and preparing final bill, if any modification/correction is required to be made in approved Land Plans, the Contractor will have to do the modification/correction in the Land plans accordingly as per direction of the Engineer in-charge.

4. Obtaining of Forest Clearance permission as per Forest Conservation Act 1980 and its amendments by performing following activities:

Joint verification of trees in specified forest area with Forest officials by physical marking and preparing details of trees as per the format of Forest department.

Preparation and submission of online proposal for obtaining permission for diversion of forest land as per Forest Conservation Act 1980 and its amendments, for all Forest Divisions as required up to the stage of issuance of the final stage-II Forest Clearance.

Contractor shall also obtain consent of Gram Sabha(s) wherever required under Recognition of Forest Right Act 2006 (FRA) as part of Forest proposal to the satisfaction of SCCL/RITES.

The detailed Scope of work would broadly include the following;

a. Acquisition of Non-Forest Land:

- I. Total Land requirement for the project is about 190 Acres including land for CA purposes (Private Land – 27.86 Ac, Govt Land – 6.76 Acs, Forest Land – 77.61 Acs, Compensatory Afforestation land – 77.61 Acs).
- II. The Contractor has to undertake all the activities i.e. Submission of Requisition for Acquisition /as may be necessary for acquisition of non-Forest land (Govt/Private) to the concerned District Administration under relevant sections of the latest land acquisition act 2013 and amendments thereon by the state Government of Odisha.

The following works are required for acquisition of the NFL;

- i. Conducting DGPS survey in the track boundary for Geo-coding and preparation of forest map including Reserve Forest, Revenue/Village Forest, DLC and Non-Forest map (Private & Government) indicating all surface features like road, river, nallah, canal, power transmission lines etc.,
- ii. Obtaining land records for private and Govt.land (including revenue/village forest), cadastral maps, certified ROR Certificates of Private and Government Land (Including revenue/Village Forest).
- iii. Preparing land schedules with the list of land owners, plot & khata details, kissan, verification with revenue authorities for its correctness etc.
- iv. Supply necessary data/documents/plans, prepare necessary formats/draft notification for publication of Notifications/Declarations under relevant Acts or as per any other rules / regulations
- v. Measurements of structures coming in alignment/ within the proposed Railway boundary, preparation of estimate of the structures measured like buildings, open well/ tube well, pump house, irrigation pipeline etc. as per SOR of R&B as applicable.
- vi. Approval/vetting of estimates by R&B department of concerned district authorities and submission to the district authorities for payment of compensation.
- vii. Follow up and provide necessary assistance to the Revenue authorities/District authorities in conducting award enquiry and passing of Award.
- viii. Follow up and provide necessary assistance to the Revenue authorities/District authorities in disbursement of compensation to the claimants of the Award for early disposal.

b. Diversion of forest land.

The alignment for the Railway siding includes around 78 Acs of forest land for which the Contractor has to obtain permission as per Forest Conservation Act 1980 and its amendments by performing the following activities:

- i. Obtaining forest land records and Survey of India toposheet for forest land, ROR Certificates for Revenue/ Village Forest lands, Revenue maps for Revenue / Village Forest lands and authenticated land schedule.
- ii. Conducting DGPS Survey in the RF & Revenue / Village Forest Land preparing combined map and supply coordinates in shape file
- iii. Preparation of land schedule for the total extent of forest land covering RF, Village/Revenue Forest and DLC Forest (HAL & Sabik) and non-forest and authentication by the concerned authorities.
- iv. Submission of documents/Maps/Plans to ORSAC for certification of geo-referenced map and land schedule showing forest land and Revenue/Village Forest lands.
- v. Preparation of forest compartment plan on Toposheet map showing block boundary and item wise breakup of the area proposed for diversion with certification by concerned forest authorities
- vi. Preparation and submission of combined map of RF & Revenue / Village Forest land with authenticated land schedules, forest land details to ORSAC. Arranging field visit of officials from ORSAC along with FRO & Tahsildar accompanied by their staff. Verification & Certification of geo-referenced combined map and land schedule by ORSAC
- vii. Preparation of village wise map of all the villages within the track boundary showing railway track boundary, DLC, Revenue/Village forest land & non-forest with area statistics of forest plots in required scale for FDP.

- viii. Fixing pillars with lat-long marking for the RF& Revenue/Village Forest land, preparation of forest maps. Enumeration of tree growth in forest land and also in non-forest land coming under acquisition with details so as to enable Forest Department to furnish the tree value.
- ix. Extending necessary assistance for joint inspection with FRO and Tahsildar to RF & Revenue / Village Forest land.
- x. Conduct meeting with VSS members or any other group having interest or conferred with any rights in the RF & Revenue/Village Forest and obtain their consent for fixing boundary pillars with lat-long as per the specification of Forest Dept and other related activities.
- xi. Consult and convince the people of nearby villages to avoid any obstruction/disturbance during field survey, posting/fixing boundary pillars with lat-long as per the specifications of forest Dept and other related activities.
- xii. Obtaining certificate from District Collector regarding status of settlement of Forest Rights under FRA-2006 (this involves conducting of Gram Sabhas, Obtaining resolutions etc)
- xiii. Preparation of Forest land diversion proposal (FDP) with all necessary documents, maps, records and certificates etc., in required number of sets/booklets and submission of hard copies and uploading into portal of MOEF&CC.
- xiv. Follow up with concerned for submission / forwarding of FDP to concerned DFO and ensuring the receipt of the same at the office of DFO. Arranging filed inspection, enumeration of trees etc., submitting all the documents/maps necessary of forwarding the FDP to next level/RCCF by DFO
- xv. Arranging / Following up with DFO for Scrutiny, site inspection and extending all logistic support for forwarding the FDP to RCCF with all necessary data/information/plans/maps.
- xvi. Arranging / Following up with RCCF for scrutiny, site inspection and extending all logistic support for forwarding the FDP to Nodal officer/PCCF with all necessary data/information/plans/maps.
- xvii. Arranging / Following up with Nodal Officer / PCCF for scrutiny and extending all logistic support for forwarding the FDP to state government for onward transmission to MOEF &CC, GOI with all necessary data/information/plans/maps.
- xviii. Arranging / Following up with Forest & Environment Department, Odisha for scrutiny and extending all logistic support for forwarding the FDP to MOEF & CC, GOI with all necessary data/information/plans/maps under copy to regional office.
- xix. Arranging / Following up with regional office for scrutiny and extending all logistic support for field inspection Report with all necessary data/information/plans/maps to MoEF & CC, GOI.
- xx. Arrange to provide/ extend all logistics support including transport facility to FRO, Tahsildar,DFO,RCCF Regional Officer of MoEF & CC and any other authority/agency entrusted for carrying out field inspections, documentation of reports/data, DGPS survey for RF & Revenue/Village Forest area.
- xxi. The agency shall provide all the plans, maps, information etc to Government Authorities for processing the Forest land diversion proposal/application.
- xxii. Arranging/Following up at MoEF & CC for scrutiny and presenting before the FAC for stage-I approval.
- xxiii. Submission of compliance report, completion of compliances to the clauses/ conditions of stage-I clearance including preparation and approval of wild life management plan and CA land.
- xxiv. Follow up at all relevant levels for recommendation of the proposal by the Odisha state to MoEF&CC and to obtain stage-II clearance from MoEF & CC, GOI.

xxv. Follow up with the concerned Forest Officials to take over the physical possession of the Diverted Forest land in favour of SCCL/RITES.

c. Identification of Revenue Land/Private Land for Compensatory afforestation (CA) purpose and preparation of CA Scheme

- i. The Contractor has to approach Collector/other District Revenue Authorities, DFO, FRO and or any other forest officials as necessary, collect necessary data, maps and make preliminary inspection to finalize suitable land for Compensatory Afforestation.
- ii. The Contractor has to arrange inspection of identified areas by the DFO/Forest authority to identify different locations/patches and obtain his consent for suitability of land for CA.
- iii. The Contractor has to prepare necessary maps for identified areas and get it certified by concerned authority or ORSAC, if required for its crown density and provide KML file for the same.
- iv. The Contractor has to obtain satellite maps, forest maps and engage/deploy technical person for carrying of DGPS Survey.
- v. The Contractor has to carry out DGPS survey, do the boundary marking and fix the boundary pillars and provide KML file for the same.
- vi. The Contractor has to coordinate with Forest officials for preparation of CA scheme and its approval with the duly signed/authenticated maps.

1.5 Availability of Site:

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

The site for work is pertaining to land acquisition to be done for SCCL siding.

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

1.6 Deadline for submission of bids is 15:00 Hrs on date 12.11.2024

The Employer may extend the deadline for submission of Tenders by issuing an amendment in writing in accordance with Clause 6.3. The Employer may extend the deadline for submission of bids and/or the bid opening date and time, even otherwise, if it considers the same to be desirable / expedient. In case of such extension, all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will be subject to new deadline. All Bidders are advised to see the website <https://etenders.gov.in/eprocure/app> for extension of deadline for submission of tenders and / or the bid opening date.

1.7 Eligibility Criteria for Participation in this Tender

Subject to provisions in the Tender Document, participation in this Tender Process is open to all domestic bidders who fulfill the 'Eligibility' and 'Qualification criteria as prescribed in this tender document. Bidder should meet the following eligibility criteria as of the date of his bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfillment of Eligibility Criteria in proforma-1. The Bidder, unless otherwise stipulated in the tender documents should meet following Eligibility Criteria:

- 1) The Bidder should be Private or Government Owned legal entity (individual, proprietary firm, firm in partnership, limited company (Private or Public Sector) or corporation).
- 2) The Bidder should not be (or proposes to be), a Joint Venture, **unless permitted explicitly as per clause 2.4 hereinafter and Critical Data Sheet**
- 3) Bidder should have valid registration with Employees Provident Fund organization under 'EPF and Miscellaneous Provisions Act, 1952'.
- 4) Only Class -I Local Suppliers, as defined in Make-in-India policy, unless otherwise mentioned in these documents.
- 5) Only those contractors/ bidders, who commit themselves to Integrity Pact as per details in Clause 11.2 herein under, would be considered competent to participate in the bidding process. **In other words, entering into this Pact would be a preliminary qualification. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straight away.**
- 6) The Bidder should not have a conflict of interest, which substantially affects fair competition. The Bidder and any of its affiliates (associates, subsidiary, JV partner), should not have been engaged by Ministry/ Department/ RITES/ Employer to provide consultancy services for the preparation or implementation of this project. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti- competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition.
- 7) The Bidder should not be insolvent, in receivership, bankrupt or being wound up, nothave its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.
- 8) The Bidder should not have been declared as Poor Performer by RITES and their nameshould not currently be in the 'Negative List' of RITES.
- 9) The Bidder (including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract) should not be currently declared ineligible/suspended/ blacklisted/ banned/ debarred by RITES or by any Central/State Government Department/ Public Undertaking or Enterprise of Central/State Government and suchban should not be in force at the time of submission of the Bid or extended deadline for submission of bid.
- 10) The Bidder should not have an association (as a bidder/ partner/ director/ employee in any capacity) with
 - a. The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons involved in decision making in the procurement as mentioned in Clause 17.1 hereinafter.
 - b. Of retired Gazetted or equivalent rank Officers of the Central or State Government or its Public Sector Undertakings as defined in clause 17.1 hereinafter

11) The Bidder must fulfill any other additional eligibility condition, if so prescribed, elsewhere in the Tender Document.

12) The Bidder should provide such evidence of their continued eligibility to the Employer/ RITES Ltd if so requested.

1.8 Purchase Preference Policies of the Government:

As detailed in the Tender Document, RITES reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSEs; Start-ups etc.).

1.9 CRITICAL DATA SHEET

S. No	Description	Details
1.	Published Date	01.11.2024
	Bid Document Download / Sale Start Date	01.11.2024
2.	Pre-bid Query Receipt Start Time & Date	09:00 Hrs & 04.11.2024
3.	Pre-bid Query Receipt End Time & Date	18:55 Hrs & 06.11.2024
4.	Bid submission Start Date & Time	06.11.2024 & 15:00 Hrs
5.	Bid submission End Date & Time	12.11.2024 & 15:00 Hrs
6.	Bid Opening Date & Time	13.11.2024 & 15:00 Hrs
7.	Bid Validity (Refer Clause 8 below)	<i>75 Days from Date of submission</i>
8.	Tentative date of Opening of Financial Bid	NA
9.	Tentative date of issue of Letter of Acceptance	30.12.2024
10	The work for which the Tender is being invited falls under the category of (Refer Clause 2.2 below)	Small*/ Normal */ Large* <i>(*Strike out whichever is not applicable)</i>
11	The work for which this Tender has been invited falls under (Refer Clause 2.3 below)	*Normal / *Difficult area. <i>(*Strike out whichever is not applicable)</i>
12	In this tender Joint Venture is(Refer Clause 2.4 below)	*allowed /* not allowed. <i>(*Strike out whichever is not applicable)</i>

13	Correction slips to GCC as applicable (Refer Clause 4.1 below)	(Correction Slip Nos. 2)
14	Correction slips to SECTION-1(Refer Clause 4.1 below)	Correction Slip Nos. As on date up to correction slip 9 has been issued. But correction slips are to be considered till the last date of submission of Bid.
15	Whether Clause 11.2 (Integrity Pact) shall be applicable	*YES/ *NO (*Strike out whichever is not applicable)
16	Cost of Tender Document: (Refer Clause 7 below)	Rs. 2950/- including GST (Rupees Two Thousand Nine Hundred Fifty Only)
17	Earnest Money Deposit (EMD) – (Refer Clause 7 and 9 below)	Rs. 1,63,000/- (Rupees One Lakh Sixty Three Thousand Only)
18	Name, Address and email ID of IEM 1 (Refer Clause 11.2A below)	NA
19	Name Address and email ID of IEM 2 (Refer Clause 11.2A below)	NA
20	Eligibility of Local Suppliers and Non-local Suppliers as per Make in India Policy (Refer Clause- 12.15 below)	Class -I Local Suppliers
21	Officer to be contacted regarding inspection of site. (Refer Clause-13 below)	Shri Sandip Sharan, DGM (Civil) (Address)/Phone No. & e-mail :- RITES LTD, DLF Cyber City, Bhubaneswar. Mob.-9931168773. Email Id- sandip.sharan@rites.com.

*'Bid opening date and time should not be less than 24 hours of the 'Bid submission End Date & Time

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. The work for which the Tender is being invited falls under the category of Small* /~~Normal~~* Large* (***Strike out whichever is not applicable**).
- 2.3 The Qualification Criteria to be satisfied will also depend on whether the Work falls in Normal area or difficult area. Difficult area includes North East States, Jammu & Kashmir, Ladakh, Andaman & Nicobar Islands and the 60 districts requiring Integrated Action Plan of Government of India (List available at Annexure IX). Normal area covers all areas other than difficult area.

The work for which this Tender has been invited falls under *Normal /~~Difficult area~~.

(*Strike out whichever is not applicable)

- 2.4 In this tender Joint Venture is ~~allowed~~/* **not allowed**.

(*Strike out whichever is not applicable; in case JV is not allowed, except the first line, the rest of Clause 2.4 shall be deleted)

- 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

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 herein below:

PART-1: - Technical Bid Packet

(Read with Correction Slip Nos. 1 to 9, with update as on stipulated date of submission of bid)

- Section 1 Notice Inviting Tender and Instructions to Tenderers including Annexures
- Section 2 Additional Conditions of contract
- Section 3 Special Conditions of contract
- 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 for Works

(Read with Correction Slip Nos. 1 to 2, with update as on stipulated date of submission of bid)

- Section 7 Conditions of Contract for Works
- 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 for Works (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 for Works (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 upto date Correction Slips there to 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/eprocare/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 enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocare/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/tenders schedules. These tenders can be moved to the respective '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 originals 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 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 colored (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 openers 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 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 1.9-Critical Data Sheet herein before)

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/e procure/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 addendum/corrigendum.

6.2 Addendum/Corrigendum, if any, will be hosted on website <https://etenders.gov.in/e procure/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/e procure/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 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 herein after, 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 authorized 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 specified date and time of opening 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. 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 only. **For this tender, the benefits under Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 are not applicable.**

- i. Cost of Tender Document: The Cost of Tender Document is **Rs. 2950/- (Rupees Two Thousand Nine Hundred Fifty Only) including GST@18%** which is non-refundable. It shall be in the form of a Account Payee Banker's Cheque/Pay Order/Demand Draft in favour of "RITES Ltd." issued by a scheduled Commercial Bank, payable at ~~Gurgaon/Delhi~~ **Bhubaneswar. No other mode of payment will be acceptable.**
- ii. Earnest Money Deposit (EMD) – The total Earnest Money deposit (EMD) is **Rs 1,63,000/- (Rupees One Lakh Sixty Three Thousand Only)**. The bids shall be accompanied by Earnest Money Deposit (EMD) of an amount and 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 on-line submission of Bid. These documents shall be deposited in "ORIGINAL" in a sealed envelope within a week from the date of opening to: **Project Unit Head, RITES Ltd, ECRPO, Project Unit-Bhubaneswar, Unit No.1122-1132, 11th Floor, DLF Cyber City, Infocity Road, Chandaka Industrial Estate, Patia, Bhubaneswar (Odisha), Pin-751024**

(Fill in the name, designation and address of the officer)

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.)

- (b) The bid should be submitted online in the prescribed format. No other mode of submission is accepted.
- (c) Bid shall be digitally signed by a representative of the bidder and submitted "on-line". No hard copy of the documents (except those specifically asked for in the tender document) are required to be submitted.
- (d) The bidders will have to accept unconditionally the online user portal agreement which contains the Terms and Conditions of NIT including General and Special

Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder.

- (e) 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.
- (f) 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.
- (g) 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 75 days from the due date for submission of Tender or any extended date as indicated in sub para below.
- 8.2 In exceptional circumstances, during the process of evaluation of tenders and prior to the expiry of the original time limit for Tender Validity, the Employer may request that the Tenderers may extend the period of validity unconditionally for a specified additional period. The request and the tenderer’s response shall be made in writing/ e- mail. A Tenderer may refuse the request without forfeiting his Earnest Money. A Tenderer agreeing to the request will not be permitted to modify his Bid but will be required to extend the validity of the Earnest Money for the period of the extension.

9.0 EARNEST MONEY

- 9.1 The Tender should be accompanied by earnest money of **Rs 1,63,000.00/- (Rupees One Lakh Sixty Three Thousand Only)** as per following:

Estimated Value of the Work in Rupees	Earnest Money Deposit (EMD) in Rupees
For works of estimated cost of any value	2% of the estimated cost of the work rounded off to nearest Rs 1000/ subject to a maximum of ₹ 1 Crore

The EMD shall be deposited in any of the following forms:-

Insurance Surety Bonds or Account Payee Banker’s Cheque /Pay Order / Demand Draft or Fixed Deposit Receipts/ Bank Guarantee (including e-Bank Guarantee) issued by any

Scheduled Commercial Bank drawn in favour of **RITES Ltd.** and payable at ~~Gurgaon/~~
~~Delhi/~~ **Bhubaneswar.**

Insurance Surety Bonds/ Fixed Deposit Receipts/ Bank Guarantee (including e-Bank Guarantee) should have validity for 180 days or more from the last date of receipt of bids. The Bank Guarantee (including e-Bank Guarantee) should be submitted in the format given at Annexure-X.

- 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 within 30 days of declaration of result of technical evaluation after scrutiny of Technical Bid has been completed by the Employer subject to provisions of Clause 9.4(a) and Clause 9.4 (b); The Earnest Money of the Tenderers whose Technical Bid is found acceptable will be returned at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract subject to provisions of Clause 9.4(a) and Clause 9.4 (b). The bidder shall submit RTGS/NEFT Mandate Form as per Proforma given in Annexure VII, dully filled in.

The Earnest Money (EMD) of the successful bidder shall be returned when the bidder has furnished the required Performance Guarantee in terms of Clause 1 of the Clauses of Contract (Section-8) and signed the Agreement in terms of Clause 9 (a) of Conditions of Contract (Section-7).

9.4 The Earnest Money is liable to be forfeited automatically without any notice to bidder/Contractor

- (a)** if after bid opening, but before expiry of bid validity or issue of Letter of Acceptance, whichever is earlier, any Bidder
 - i.** withdraws his tender; or
 - ii.** makes any modification in the terms and conditions of the tender which are not acceptable to the Employer
 - iii.** impairs or derogates from the tender in any respect within the period of validity of the tender
 - iv.** If the bidder does not accept the correction of his price during evaluation
- (b)** in case any information/document which may result in the Bidder's disqualification is concealed by the Bidder or 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.
- (c)** in the case of a successful Bidder, if the Bidder fails to furnish the Performance Guarantee within the period specified under Clause 1 of "Clauses of Contract".

In case of forfeiture of Earnest Money as prescribed herein above, the Bidder 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 or the extended deadline, as the case may be. No Bid shall be modified, substituted or withdrawn by the bidder on or after the deadline for submission of bids or the extended deadline, as the case may be. Withdrawal of bid after such deadline 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 or the extended deadline, as the case may be, 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**.
- f) If the tenderer is individual /sole proprietor/proprietary firm as per a) & b) above and if such tenderer wants to act through an agent; he/she should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person in line with Clause 28(3) and as per Annexure III, specifically authorizing him to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement and thereafter till the complete discharge of all the contractual obligations, failing which tender shall be summarily rejected. If the tenderer is an individual, he/she may modify Annexure III accordingly.

11.1 Points to be kept in mind while preparing the bid

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

- i. There shall be no additions or alterations except those to comply with the instructions issued by the Employer or as necessary to correct errors, if any, made by the Tenderers.
- ii. Conditional Offer/ Tender will be rejected. Unconditional rebate/discounts in the Financial offer will however be accepted.
- iii. The Employer reserves the right to accept or reject any conditional rebate/discounts. While evaluating the Bid Price, the conditional rebates/discounts which are in excess of the requirements of the bidding documents or otherwise result in accrual of unsolicited benefits to the Employer, shall not be taken into account.
- iv. 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

- (i) The Bidder/Contractor is required to enter into an Integrity Pact (Enclosed as Annexures VI/1, VI/2 and VI/3) with the Employer. The Integrity Pact (Annexure VI/1 and VI/3) duly signed by the Authorized representative of RITES Ltd. for and on behalf of Principal/Employer as its Agent/Power of Attorney Holder is enclosed herewith. Bidder shall take out the printout of the Integrity Pact (Annexures VI/1, VI/2 and VI/3), sign on each page by authorized signatory of Bidder/ Each member of JV/Each Partner of JV and duly witnessed, scan and submit/upload the same along with the Bid. **In case of failure to submit the Integrity Pact, as prescribed herein, duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.**

(Note: The integrity pact (Annexure VI/1 and VI/3) signed by the authority competent to sign the contract Agreement on behalf of RITES will be uploaded as part of the tender document)

- (ii) The provision of this Clause 11.2 – Integrity Pact (IP), shall be applicable only when so provided in Clause 11.2A below which will also stipulate the names, addresses and e-mail ids of the Independent External Monitors as well as the Name, designation, address and e-mail id of the official nominated by the Employer to act as the Liaison Officer between the Independent External Monitors and the Engineer-in-Charge as well as the Contractor / Bidder.

11.2A Whether Clause 11.2 (Integrity Pact) shall be applicable *YES/ *NO

*(*Strike out whichever is not applicable)*

~~In case Integrity Pact is applicable, (When estimated cost put to tender is Rs.10 crores or more), the following Independent External Monitors who have been appointed by the Central Vigilance Commission, shall monitor implementation of IP~~
~~Name, Address and e-mail ID of IEM 1~~

.....
 Name, Address and e-mail ID of IEM 2*

.....
~~* In case two IEMs are in place in RITES, the names and addresses of both IEMs are to be mentioned; otherwise, name and address of the sole IEM may be mentioned.~~

~~Complaints arising from tendering process shall be, as far as possible, referred to both the IEMs for their joint investigation and recommendation or to the sole IEM as the case may be. In case the full panel is not available due to some unavoidable~~

~~reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.~~

~~Name, Designation, Address and e-mail ID of RITES' Liaison Officer~~

.....

- 11.2B The Guidelines on Banning of Business Dealings as per **Annexure-VIA** are applicable to all Tenders/contracts whether Integrity Pact is applicable as per Clause 11.2A above or not.

If business dealings with the Bidder/Contractor have been banned as per “The Guidelines on Banning of Business Dealings” as per Annexure-VIA, 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 **15:00 Hrs on 13.11.2024 in the office of Project Unit Head, ECRPO, Project Unit Bhubaneswar, RITES Ltd, Unit No.1122-1132, 11th Floor, DLF Cyber City, Infocity road, Chandaka Industrial Estate, Patia, Bhubaneswar (Odisha), Pin-751024.** In the event of the specified date of the opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time and location on the next working day.
- 12.2** Opening of bids will be done through online process. RITES reserves the right to postpone or can 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 Data 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.

(a) 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.

- 12.5** RITES shall subsequently examine and evaluate the bids in accordance with the provisions 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 checked for the eligibility as defined in clause 1.7 hereinbefore and for submission of documents as per clause 28.0 hereinafter and will be evaluated for qualification criteria as mentioned in Clause -2 hereinbefore and also in conjunction with provisions of Sub-Clauses 1.8, 12.15 and 12.16 and/or provisions given elsewhere in this Tender Document. RITES shall not be responsible for any postal delay in receipt of all original documents including the cost of tender document and EMD, 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 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 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 Document and Earnest Money Deposit. The Envelope

2 containing Technical Bid and Envelope 3 containing Financial Bid of other Tenderers who have furnished scanned copies of Earnest Money and cost of Tender document as per tender stipulations will then be opened simultaneously.

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 and Integrity Pact document as per clause 11.2 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) 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.~~
- ~~(c) 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 Evaluation of Bids

- (a) After opening of the Bids, as mentioned hereinbefore, The Employer will evaluate the Tenders, confidentially
 - (i) Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person not officially concerned with such a process until the award to the successful bidder has been announced (unless mentioned otherwise in other clauses of this Tender document).
 - (ii) From the time of bid opening to the time of contract award, no bidder shall contact the Employer/RITES Ltd. on any matter related to the bid, except on request and prior written permission.
 - (iii) Any effort by the bidder to influence Employer/RITES Ltd. in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid.
- (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.
A Bidder who has not submitted 'Authority to sign' and/or Integrity Pact (where applicable) duly signed by the bidder shall not be evaluated further and will be disqualified at this stage.
 - (ii) Meets the Eligibility Criteria as defined in Clause 1.7 and has submitted documents as per clause 28.0 and meets the Qualification Criteria stipulated in Clause 2.0 and also in conjunction with Provisions of sub-clauses 1.8, 12.15, 12.16 and/or Provisions given elsewhere in Tender document.
- (c) If required, the Employer may ask any such Tenderer for clarifications/deficient documents 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.
- (d) The Employer, reserves its right to, but without any obligation to do so, to waive or seek any shortfall information/ documents, as mentioned above, only in case of historical documents which pre-existed at the time of the Bid Opening, and which have not undergone change since then and does not grant any undue advantage to any bidder.
- (e) Unless otherwise stipulated in these Tender Documents, the following are some of the crucial aspects for which a bid shall be liable to be rejected as nonresponsive:
- (i) The tender is not in the prescribed format or is not submitted as per the stipulations in the Tender Document.
 - (ii) Required cost of tender document and EMD have not been submitted in the requisite form.
 - (iii) Bidder is not eligible to participate in the bid as per laid down eligibility criteria.
 - (iv) The bid validity is shorter than the required period.
 - (v) The bid departs from the essential requirements stipulated in the bidding document;
 - (vi) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations
 - (vii) Any other conditions stipulated elsewhere in the tender documents
- (f) The financial bid shall be opened as follows :
- (i) **Applicable to Single Packet System:** Both technical bid and financial bid shall be opened simultaneously and shall be evaluated.
 - ~~(ii) **Applicable to two packet system:** 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.~~

(g) Financial Evaluation (Applicable to both single packet system and two packet system): After opening of Financial Bids as mentioned in sub clause 12.14(f) (i) & (ii) as applicable, all responsive bids (Qualified in technical bid) are evaluated by the TC with a view to select the lowest (L1) bidder - the lowest evaluated, bid which meets the eligibility/ qualification criteria and techno-commercial aspects. While evaluating the financial bids the following procedure shall be followed:

- (i) 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.
 - (ii) 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.
- (h) As part of evaluation of financial bid, written clarification from Lowest (L1) bidder including detailed price analysis of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities and any other requirements of the bid document may be sought by Employer.

12.15 Preference to make in India

(This clause shall be applicable for the tenders having estimated cost put to tender is equal to or more than Rs. 5.00 Lakhs)

To encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 2017 (Latest order being Order No. P-4502112/2017-PP {BE-II)- Parte 4) Vol. II dated 19th July, 2024). The Order is applicable on the procurement of Goods, Works and Services. The Provisions of the Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of the present tender.

The salient features of the policy and specific provisions as applicable to this tender are indicated below. In case of any contradiction of the provisions mentioned herein below and the latest policy as mentioned above, the provisions of the policy issued by

Department for Promotion of Industry and Internal Trade (Public Procurement Section) shall take precedence:

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.

Explanatory notes for calculation of local content given above:

a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.

b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.

c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization! firm for an imported product would amount to rebranding.

d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, RITES to obtain [rom bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break- up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

'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%, as 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.

'**Nodal Ministry**' means the Ministry or Department identified pursuant to Public Procurement (Preference to Make in India), Order 2017 (Latest order being Order No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19th July, 2024) in respect of a particular item of goods or services or works.

'**Margin of Purchase Preference**' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L 1 for the purpose of purchase preference.

'**Procuring entity**' means RITES Ltd.

'**Works**' means all works covered in the scope of work in this tender.

IA. Special treatment for items covered under PLI Scheme

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

2. Eligible bidder in this tender: 'Class-I local supplier'

Notes for Guidance of Tender Preparing Authority and Tender document approving Authority:

Note 1- As per para 3 (a) of the 'Make in India', Policy issued vide No. P-45021/2/2017-PP (BE-IJ)-Part(4)Vol.II dated 19th July, 2024 only 'Class-I Local Supplier' are eligible to Bid for "Works" tenders where sufficient local capacity and competence is available, irrespective of the purchase value. Accordingly, only Class-I Local suppliers have been allowed to bid in this tender.

Note 2- In case of special works which can allow participation of Class-II Local Supplier/ Non- Local Supplier besides Class-I Local suppliers, cases shall be dealt as per the provisions of 'Make in India Policy'. Accordingly, the provisions of this clause 12.15 shall be prepared by Tender Preparing Authority and shall be checked by Tender document approving authority before according approval. For this purpose, Para 3A along with its Sub-paras of Public Procurement (Preference to Make in India), Order No. P-45021/2/2017-PP (BE-IJ)-Part(4)Vol.II dated 19th July,2024 may be read carefully.

Note 3- Mandatory sourcing of items, with sufficient local capacity and competition, from Class-/ local suppliers in S/IEPCITurnkey Contracts/Service Tenders

- a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i. e. having sufficient local capacity and competition, with specific HSN codes.
- b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

For RITES, Administrative ministry is 'Ministry of Railways '. Railway Board has notified the specific items for which sufficient local capacity and local competition exist through various letters/orders, which are available on Railway Board website (Railway Board Directorates -7 Stores -7 Circulars -7 Subject wise Circular -7 Make_In_India). Tender Preparing Authority and Tender document approving Authority are advised to follow the same with up-to-date amendments as notified by Railway Board from time to time. Railway Board has issued the latest letter No.2020/RS(G)/779/2/Pt.1 (E3322671) dated 20.08.2024, which is available on its website.

Note 4- Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class- II local supplier' . For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'! 'Class-II local supplier' respectively. Railway Board has notified minimum local content more than 50% for specific items through various letters/orders, which are available on Railway Board website (Railway Board Directorates -7 Stores -7 Circulars -7 Subject wise Circular -7 Make_In_India). Tender Preparing Authority and Tender document approving Authority are advised to follow the same with up-to-date amendments as notified by Railway Board from time to time. Railway Board has issued the latest letter No. 2020IRS(G)I77912IPt.1 (E3322671) dated 20.08.2024, which is available on its website.

3. Purchase Preference

In the present tender only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.

4. Type of this Tender Work: Works

5. The minimum local content for this tender shall be equal to or more than 50%.

6. Verification of local content:

- (a) The 'Class-I 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'. 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' 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.

Note - Bidder's attention is invited to Para XV in Proforma 1

- (c) The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the RITES. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-III Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
- (d) Complaints about local content declarations/verification of local content shall be processed/addressed as per Public Procurement (Preference to Make in India), Order No. P-45021/2/2017-PP (BE-,II}:Part(4)Vol.II dated 19th July,2024.
- (e) In case of false declaration by Class-I 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.

7. Exemption in sourcing of spares and consumables of closed systems:

Procurement of spare parts, consumables for closed systems and Maintenance/Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from Public Procurement (Preference to Make in India), Order 2017 (Latest order being Order No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19th July, 2024).

8. Reciprocity Clause

Reciprocity Clause as mentioned in Public Procurement (Preference to Make in India), Order 2017 (Latest order being Order No. P-4502112/2017-PP (BE-II)- Part(4)Vol.II dated 19th July, 2024) shall be applicable in this Tender.

Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

Note to Tender Preparing Authority and Tender document approving Authority:

Tender Preparing Authority and Tender document approving Authority may kindly read provisions of Reciprocity Clause as given in Public Procurement (Preference to Make in India), Order 2017 (Latest order being Order No. P-45021/2/2017-PP (BE- II)-Part(4)Vol.II dated 19th July, 2024). Para 10 (d) (i) of Public Procurement (Preference to Make in India), Order No. P-45021/2/2017-PP (BE-II)-Part(4) Vol.II dated 19th July, 2024 is reproduced below for the attention of Tender Preparing Authority and Tender document approving Authority .

"When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CHOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action."

9. Manufacture under license/ technology collaboration agreements with phased indigenization: *Applicable/ *Not Applicable (*Strike out whichever is not applicable)

Note to Tender Preparing Authority and Tender document approving Authority:

Tender Preparing Authority and Tender document approving Authority may kindly see' if this provision is applicable to the subject tender and if this provision is' applicable, the same may be provided in the subject tender. For information of Tender Preparing Authority and Tender document approving Authority, the Para no.13 and 13A of Public Procurement (Preference to Make in India), Order 2017 (Order No. P-45021/2/2017-PP (BE-II)-Part(4) Vol. II dated 19th July, 2024) are reproduced below:

"Para No. 13: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

Para No. 13A: In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner. "

12.16 Restrictions on procurement from a bidder of a country which shares a land border with India

Orders (Order No. F-7/10/2021-PPD(1) Dated 23.02.2023 issued by Department of Expenditure, Ministry of Finance ,Govt. of India (Order No. F-7/10/2021-PPD(1) Dated 23.02.2023) or any other latest order on the subject matter; also referred to as “the Order” in this clause) restricting procurement of Works from Bidders from certain countries that share a land border with India shall apply to this procurement.

Salient provisions of the policy are given below. However it will be the responsibility of the bidder to go through the complete policy and see if it is eligible in terms of the policy and meets the criteria required as per the policy. In case of any contradiction of the provisions mentioned herein below and the original policy as mentioned above, the provisions of the policy issued by Department of Expenditure, Ministry of Finance, Government of India shall take precedence.

Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority **and if otherwise eligible to Bid as per eligibility conditions.**

Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority and **if otherwise eligible-to Bid as per eligibility conditions.**

The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India.

The provision of the Order on restrictions based on land borders will not be applicable for cases mentioned in Para 12 here in under:

Definitions

1. **"Bidder"** for the purpose of the 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 juridical person not falling in any of the descriptions of bidders stated herein before, including any agency, branch or office controlled by such person, participating in a procurement process.
2. **"Tender"** for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.
3. **"Transfer of Technology"** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the DPIIT and the interpretation of the committee shall be final)

4. **"Specified Transfer of Technology"** means a transfer of technology in the sectors and/ or technologies, specified in the order.
5. **"Procuring entity"** means RITES Ltd.
6. **"Bidder (or entity) from a country which shares a land border with India"** for the purpose of the 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.
7. **"Beneficial owner"** for the purpose of paragraph 6 (d) 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 juridical 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 juridical 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 juridical 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 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.
8. **"Agent"** for the purpose of the Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Note:

1. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
2. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent

9. Sensitive Sectors/ Technologies (relevant only for the provisions on ToT arrangements):

The Order may be referred for sectors/Technologies which have been identified as sensitive from the National Security Point of View. The bidder with ToT arrangement in any sensitive Sector/Technology with a country which shares a land border with India shall require registration as indicated in Para 11 below. The Order may be referred for details of sensitive sectors/Technologies.

Requirement of registration

10. 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).
11. Further, any bidder (including bidder from India) having Specified Transfer of Technology (ToT) arrangement with an entity 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).The requirement of registration for bidders covered in this paragraph shall apply to all tenders are issued/published after 01.04.2023.
12. The provision of the Order on restrictions based on land borders will not be applicable for cases mentioned herein under:

- a. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable 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.
- b. This order shall not apply to procurement by Indian mission and by offices of government agencies/undertaking located outside India.
- c. This order will not apply to bidders (or entities) 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. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.
- d. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC) / Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.

13. Sub-contracting in works contracts

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). The definition of “contractor from a country which shares a land border with India” shall be as in paragraph 6 above. This shall not apply to sub-contracts already awarded on or before 23.07.2020.

[Note: Procurement or raw material, components, etc. does not constitute sub- contracting.]

14. Validity of registration

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. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.

15. Model Certificates

Model Certificates, which may be inserted in tenders/obtained from Bidders are given as under:

a. 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 bidder fulfills 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) ”.

b. 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 fulfills 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.)”

c. Model additional Certificate by Bidders in the cases of Specified ToT:

“I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority.”

OR

*“I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement. ”
(Evidence of valid registration by the Competent Authority i.e. DPIIT shall be attached)*

Bidder’s attention is invited to Para xiv of Proforma-1 in this regard

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,

local conditions, working hours, working conditions, availability of water, electricity, construction Labour, construction materials and other relevant requirements connected with work, 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 : **Mr Sandip Sharan, DGM (Civil) at RITES Ltd, DLF Cyber City, 11th Floor, Bhubaneswar, ODISHA-751024, Phone No: 9931168773 & Email id- sandip.sharan@rites.com regarding inspection of site.**

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 relations/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/RITES. 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 and RITES. 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, Finance or Administrative duties in an Engineering and Finance Department of the Organisation of the Employer/RITES is allowed to work as/or for a contractor for a period of Two years after his retirement from the Employer's/RITES service without the previous permission of the Employer/RITES in writing.

Further, The Bidder should not have an association (as a bidder/ partner/ director/ employee in any capacity), of retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of two years after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organization and bidder shall inform Employer/RITES in writing about such waiver.

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/RITES/Erstwhile organization as aforesaid before submission of the tender or engagement in the Contractor's service.

Any breach of this condition by the contractor shall be treated as concealing of information and appropriate action will be taken for banning of business dealings with such contractors as per clause 11.2 B.

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. Goods and Services Tax (GST)-

GST Registration Status:

- (a) All the prospective bidders should ensure that they are GST compliant and their quoted tax structure/rates are as per GST Act/ Rules.
- (b) Bidder should be registered under GST and furnish GST Registration number and copy of GST Registration Certificate in their offer unless they are specifically exempted from GST registration under specific notification/ circular/ section/ rule issued under GST Law and to be clearly stated.
- (c) The prospective bidder has to furnish the GST Registration Number of the State /

Verticals, in case of multiple registrations in a state, from which supply / services are to be made.

- (d) If the Bidder has opted for a composition levy under Section 10 of CGST ACT, he should declare the fact while bidding along with GST Registration number and copy of GST registration certificate.
- (e) If a bidder is not liable to take GST registration, i.e., having turnover below threshold at the time of bidding, he shall submit an undertaking along with a valid certificate from practicing Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (DIN) to the effect that Bidder fulfils all conditions prescribed in the notification exempting him from registration. Such bidder/ dealer shall not charge any GST (and/or cess wherever applicable) in the bill/ invoice. Further, Bidder should notify and submit to the employer within 15 days from the date of becoming liable to registration under GST Law.
- (f) State-wise registration of Employer is indicated in Annexure-XI
- (g) While quoting the basic rate, the bidder should offset the input tax credit available/ to be availed as per the GST Act, and shall inclusive of all taxes, duties, cess etc. other than GST.

Payment of GST under the contract:

- (a) The payment of GST and GST Cess to the contractor shall be made only on the latter submitting a GST compliant Tax invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery shall be shown being made in the name, location/ state, and GSTIN of the place where supply is to be made, as per applicable law; irrespective of location/state of employer where LOA is issued.
- (b) While claiming reimbursement of duties, taxes etc. (like GST) from the Employer, as and if permitted such taxes and duties from the concerned authorities at a later date, it (the contractor/supplier) shall refund to the Employer, Employer's share out of such refund received by him from the concerned authorities, immediately.
- (c) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess supplies or revision in prices or any other reason under the contract shall be submitted to the Employer in compliance with GST provisions.
- (d) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due. In case of Gross Invoice, Credit Note shall be issued for the amount derived for Liquidated Damages before payment and payment shall be made on net.

- (e) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the transaction of the supply is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:
- (i) The Employer shall not be bound to pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to supplier's / contractor's fault. Wherever the contractor invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.
 - (ii) The payment against Tax Invoice shall be subject to the TDS (Tax deducted at Source) U/s 51 of the CGST Act, 2017 in addition to applicable TDS under Income Tax Act, 1961. On deduction at source, Employer shall be depositing the same to the credit of the respective Government, file return and issue TDS Certificate in favour of the contractor to that respect.
 - (iii) Payment of GST on running account bill shall be made on regular basis taking the GST Compliance behaviour of the contractor (i.e. regular/timely deposit of taxes to the credit of the Government and filing of regular and proper return under GST etc.). The GST so paid should get reflected in employer's GST portal before the payment of GST in next RA bill *unless* both the invoices are raised in the same tax period, for which time limit for deposit of taxes have not elapsed and/or time limit for filing statutory return is not over. In such case, payment of GST may be made subject to GST Compliance Behavior of the contractor and the claim is not against Final Bill.
 - (iv) In case of final bill, GST amount shall only be paid/reimbursed after through checking in GSTR-2B of the employer, showing eligible for ITC and correctness of GST amount reflected in all running bills so far paid.
Regarding Payment/reimbursement of GST against invoices/RA bill of the contractor, the decision of the Engineer-In-Charge shall be final and binding on the contractor.
 - (v) Employer has the absolute right to check the GST Compliance behaviour of the contractor through GSTIN portal, its GSTR-2B, documentary evidence submitted by the contractor etc. while making payment/reimbursement.

- (vi) Employer shall have the right to recover any GST paid against invoices, from any amount payable to such agency unless the GST amount is reflected in the GSTR-2B (and shown as eligible) for the purpose of ITC. Amount to be recovered/with held shall relate only to the extent of GST not deposited or adjusted within the due date of filing return.
- (vii) If Employer fails to take ITC, due to the non-deposit of GST/ wrong filing of return, the amount of GST paid shall be recovered from any amount payable along with interest, penalty, etc. and Contractor shall indemnify the employer all loss incurred, interest/penalty imposed by the authorities due to such bad tax behaviour of the contractor.
- (viii) Employer shall not be held responsible for the contractor's tax payment or duty under a misapprehension of the law.
- (ix) Contractor is required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.
- (x) In case of profiteering by the contractor/supplier relating to GST tax, the Employer shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions there under, in addition to recovery and action by the GST authorities under the Act.
- (xi) The contractor shall issue Receipt vouchers, as per provision of GST, immediately on receipt of advances against provision of services as per terms of contract, wherever applicable.

Statutory Variation Clause:

Any increase or decrease in rate of taxes, duties levies, cess etc., under any law, including GST, under the period of contract on supply shall be governed by terms and conditions of contract. Any increase or decrease in rates of GST during the currency of the contract, on supply, shall be under Employer's account unless and otherwise stated in the contract.

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 and/or as a witness, liable to summary ejection.

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.

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 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 Performa at Annexure V. The Agreement will however be signed only after the Contractor furnishes Performance Guarantee 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 PROFORMA

The bidder shall fill the pre-qualification Performa at Annexure VIII. The bid will be evaluated considering only those details as mentioned in Annexure VIII and corresponding documents uploaded along with the bid and no other details/certificate/document will be taken into consideration while evaluating the bid to decide whether the bidder is qualified or not.

20.0 BRIEF NOTICE INVITING E-TENDERS

Project Unit Head, ECRPO, Bhubaneswar (Designation of the officer), RITES Ltd. invites on behalf of **SCCL Govt of Telangana** Online ~~item rate /~~ **percentage rate /** ~~item rate +~~ **percentage rate/lump sum** bids on Single / ~~Two / Three~~ Packet System for the following work. No other mode of submission shall be accepted.

S. No.	NIT No.	Name of Work & Location	Cost of Tender Document	Estimated Cost put to Bid	Earnest Money	Period of Completion	Last Date & Time of submission of Bid, EMD, Cost of Tender Document and Other Documents as specified in the Press Notice	Time & Date of Opening of Bid
1	2	3	4	5	6	7	8	9
1	IRITES/ BBSR/ SCCL/ Land Acquisition/ OT- 09/2024- 25 dated: 01.11. 2024	“Land acquisition for Non-Forest land (Private land, Government land and Land for CA) and Forest land including Obtaining Forest Clearance for Construction of Private Railway Siding of S.C.Co.Ltd taking off from proposed Tentuloi Station to Naini Mines, Angul (Dist.) Odisha.”	2950/- incl. GST.	Rs.81,36,750.00 - excluding GST	Rs 1,63,000.00	07 months	Last date & time of submission of bid on 12.11.2024 upto 15:00 Hrs	11:00 Hrs & 13.11.2024

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.
- (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. Account Payee 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, if applicable due to any Govt. Policy.~~

2. Insurance Surety Bonds or Account Payee Banker's Cheque/ Pay Order/ Demand Draft towards Earnest Money Deposit (EMD) in accordance with Clause 9 hereinbefore and Bank Guarantee if applicable in accordance with Clause 9 hereinbefore

OR

~~Document in support of exemption from payment of EMD, if applicable as per any Govt. Policy.~~

3. Authority to Sign (if required as per Clause 11.0 hereinbefore) in the format given at Annexure III or (Annexure III & Annexure IV) as applicable.
4. ~~Integrity Pact as per Annexure VI/1, VI/2 & VI/3 as mentioned in clause 11.2.~~
5. RTGS/NEFT details as per Annexure-VII.(Mandate form)
6. Self-attested copy of Documents in support of meeting the criterion of Annual Financial Turnover in accordance with Para 1 of Annexure I.
7. Self-attested copy of Certificates in support of meeting the criterion of Similar Work Experience in accordance with Para 2(a) of 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 Standalone Balance Sheets, Statement of Profit and Loss and Note to accounts with UDIN) 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 Proforma 1 of Annexure I, including certificates mentioned therein. In case of JV, each Partner of JV should submit Performa 1 duly signed, dated & with seal separately.
12. Self-attested copy of Guidelines on Banning of Business Dealings as per Annexure-VIA.

13. Pre-Qualification Performa at Annexure VIII duly filled in.
14. Self-Attested Copy of Partnership Deed/Memorandum and Articles of Association of the firm.
15. Self-Attested copy of Corrigendum(s), if any/ minutes of Pre-bid meeting, if any.
- ~~16. Self certified copy of the Joint Venture Agreement/Memorandum of Understanding as per Annexure II (where Joint Venture is allowed) to be executed by each member of JV individually.~~
- ~~17. Power of Attorney in favour of Lead Member as the Lead Member of JV (where Joint Venture is allowed) as per Annexure IV, to be executed by all the members of JV individually.~~
18. Self-attested copy of GST Registration Certificate (As applicable).
19. Self-attested copy of certificates as per requirement of sub-clause 6 (verification of local content) of clause 12.15(Preference to Make in India)
20. Self-attested documents as per clause 12.16 (Restriction on Procurement from a bidder of a country which shares a land border with India) if applicable.
21. Self-attested copy of valid registration with EPFO under 'EPF and Miscellaneous Provisions Act, 1952'.
22. Self-attested copy of any other document if specified in tender document and the corrections slips to the Tender Document.
- ~~23. Declaration by Each Partner of JV (in case of Large works/ Normal Works) as per Para 3 (Servicing of Loan/ Credit Limit) of Annexure I.~~
- ~~24. Undertaking/ Declaration by Bidder/ Each Partner of JV in case of Large works/ Lead Member of JV in case of Normal works that "Audited Standalone Balance Sheets, Statement of Profit and Loss and other financial Statements for the immediately preceding year are not available" as per Para 1 (g) (Annual Financial Turnover), Para 4 (Profitability) and Para 5 (Net Worth) of Annexure I, if applicable.~~

Note: - Any clarification / deficient document(s) sought by RITES Ltd. as per provisions of these tender documents 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 the statement of the details of bidder's jurisdictional GST Assessing officer (designation, address and email address)
4. Self-attested copy of ISO 9000 Certificate. (if any)
5. 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 clause 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 so eligible. 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.

32.0 CONFIRMATION OF BG (Wherever Applicable)

In order to have a secured IT enabled confirmation of BGs from system of issuing Bank to RITES using SFMS facility through Indian Bank, following conditions shall apply:-

- a) Bank Guarantee issued by issuing Bank **must be routed through SFMS platform** and IFN 760 must be sent from BG issuing Bank to Indian Bank. In case of extension, BG must be **routed through SFMS platform** and IFN 767 must be sent from BG issuing Bank to Indian Bank.
- b) Bidder shall submit to RITES LIMITED the copy of SFMS message as sent by issuing Bank branch along with the original Bank Guarantee or extension of BG as the case may be.
- c) Particulars of RITES’ Bank are provided below so that the bidder can share these particulars with their bank guarantee issuing Bank.

Bank details are as follows:

- i. Bank address: Indian Bank, GF-3 Block B, Vipul Square, Sushant Lok, Phase I, Gurgaon.
- ii. Bank account No:6597266376
- iii. Branch IFSC: IDIB000S149
- iv. Branch MICR code: 110019038

QUALIFYING CRITERIA FOR LAND ACQUISITION CONTRACTS**1. ANNUAL FINANCIAL TURNOVER – Not Applicable****2. WORK EXPERIENCE –Applicable****a) Similar Works Experience****(i) For works in Normal Areas (other than Difficult Areas)**

The Bidder should have satisfactorily **completed or substantially 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. 65,09,400.00/- OR at least two similar works each of minimum value of Rs. 40,68,375.00/- OR at least three similar works each of minimum value of Rs. 32,54,700.00/- 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.

OR

~~(ii) For Works in Difficult Areas (Refer Clause 2.3)~~

~~The Bidder should have satisfactorily **completed or substantially 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 **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.~~

~~(strike out (i) or (ii) as applicable)~~

Similar Works

Similar Works shall mean the work of “**Successfully completed Land Acquisition & obtaining forest clearance**” 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 Similar work of value minimum 40% of estimated cost of work, in India in the last seven years prior to the last stipulated date for submission of the Bids.

Notes:

- I. A weightage of 7% (compounded annually from the date of completion of the work to

the last stipulated date for submission of the Bids) shall be given for equating the value of works to the last stipulated date for submission of the Bids. For example, for a similar work of Rs 1,00,000/- completed on 31.12.2017 and the last stipulated date for submission of the bids was 31.08.2020, the value of work that shall be considered after giving weightage is $[Rs\ 1,00,000 * 1.07 * 1.07] \{ 1 + [(7/100) * (244/366)] \} = Rs\ 119832.87$, rounded off to Rs 119833/-

- II. Works shall be considered as “Completed Works” where physical completion of entire work is over or commissioning of work has been done, whichever is earlier.
- III. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract, Functional completion of the Project has been achieved and no proceedings of termination of contract on Contractor’s default has been initiated.
- IV. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.
- V. In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.
- VI. Certificate for substantial completion of project/work/asset should contain three parts. Part-I shall contain financial value of work done, PVC amount and present contract value. Part-II shall contain ‘certificate of functional completion of project/work/asset’. Part-III shall contain that no proceedings of termination of contract on contractor’s default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.
- VII. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- VIII. Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned criteria in the tender under consideration.
- IX. 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.
- X. The Bidder should submit the details of such similar completed/Substantially Completed works as per the format given in Annexure-VIII.
- XI. Similar 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. Similar Works carried out by the bidder as a sub-contractor will be considered for satisfaction of Qualification criterion by the bidder subject to submission of experience certificate as per Sl.No.XII below.

- XII. 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.
- XIII. The cutoff date shall be calculated backwards from the last stipulated date for submission of Tender i.e. for a Tender having the last stipulated date for submission on 06.08.2014, the cutoff date shall be 07.08.2007.
- XIV. In case JV is permitted the following provisions will apply: NA

Large Works

- ~~1. All the partners shall jointly meet this criterion.~~
- ~~2. Each partner 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 10 % of the Estimated cost of work during the last 7 (Seven) years prior to the last stipulated date for submission of the Bid OR should have executed at least one of the Key Activities mentioned under Construction Experience in Key Activities.**~~

Normal Works

- ~~1. The Partner in charge/Lead Member shall singly meet this criterion.~~
- ~~2. Each partner 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 10 % of the Estimated cost of work during the last 7 (Seven) years prior to the last stipulated date for submission of the Bid OR should have executed at least one of the Key Activities mentioned under Construction Experience in Key Activities.~~

- XV. 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 –Not Applicable

3. SERVICING OF LOAN / CREDIT LIMIT – Applicable

- (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 dead line for submission of bids i.e. the last stipulated date for submission of bids.

Notes:

- (a) In case a bidder has defaulted in servicing his loan/credit limit during a period of one year prior to the last stipulated date for submission of bids, he shall be disqualified.
- (b) The declaration may be included in the Declaration to be submitted in Proforma 1 to this Annexure.
- ~~(c) In case JV is permitted the following provisions will apply:~~

~~Large Works (Not Applicable)~~

~~Each partner shall sign the declaration.~~

~~Normal Works (Not Applicable)~~

~~Each partner shall sign the declaration~~

4. PROFITABILITY – Not Applicable

5. NET WORTH – Not Applicable

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 Clause 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 i.e. last stipulated date 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 1 enclosed.

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 (including our affiliates or subsidiaries or constituents) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
- ii) We are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
- iii) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as indicated, in the Tender Document.
- iv) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
- v) 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.
- vi) 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;
- vii) During the past three years prior to the deadline for submission of bids, no contract awarded to us has been determined.
- viii) No Central/State Government Department/Public Sector Undertaking or Enterprise of Central/State Government has banned/suspended business dealings with us as on date.
- ix) 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.
- x) List of Similar Works satisfying Qualification Criterion indicated in Annexure VIII does not include any work which has been carried out by us through a Subcontractor on a back to back basis.
- xi) 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.
- xii) 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.

- xiii) *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)~~

- xiv) I/We 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 and solemnly certify that I/we fulfill all requirements in this regard and are eligible to be considered. I / We Certify that:

- (a) This bidder is not from such a country or, if from such a country, has been registered with the Competent Authority i.e. DPIIT (Where applicable, evidence of valid registration by the Competent Authority i.e. DPIIT shall be attached.)
- (b) I/We shall not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority i.e. DPIIT. (Where applicable, evidence of valid registration by Competent Authority i.e. DPIIT shall be attached)
- (c)* "I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority."

OR

*"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement." *{Evidence of valid registration by the Competent Authority i.e. DPIIT shall be attached}*

* Delete whichever is not applicable

- xv) I have read the "Make in India Policy" and certify that I meet the eligibility criteria of Class-I Local Supplier and certify that percentage of Local content will be more than..... *(Fill in the percentage of Local content)* as specified in the tender document.
We are enclosing a certificate as per requirement of sub clause 6 (verification of local content) of clause 12.15 (Preference to Make in India)

- xvi) I/we am/ are a startup firm registered by, Department of Industries Policy and Promotion (DIPP) and my registration number is, valid upto..... (Copy enclosed). We confirm that we are not holding more than 2 contracts under relaxed credentials at this point of time.
- xvii) We hereby undertake that observance and compliance related to Government/Regulatory/Statutory guidelines on Environmental, social and ethical aspects are ensured by us.
- xviii) 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, business dealings with us may be banned.

Note: In case of JV, each Partner/member of JV should submit Performa 1 duly signed, dated & with seal separately.

SEAL, SIGNATURE & NAME OF THE BIDDER
Signing this document

ANNEXURE II

**DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF
THE JOINT VENTURE- Not Applicable**

(On each firm's Letter Head)

From

.....
.....

To

RITES Ltd.

.....

Dear Sir,

Ref: RITES Tender Notice No..... dated.....for
..... (Name of Work)

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

~~(Members who are not the Lead Member of the Joint Venture should add the following paragraph) *~~

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

~~(Member who is the Lead Member of the Joint Venture should add the following paragraph) **~~

~~** In this Joint Venture we act as Lead Member and for the purposes of bidding for the work, represent the Joint Venture.~~

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

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

~~The precise responsibility of the Lead Member and other Members of the Joint Venture in respect of planning, design, construction equipment, key personnel and work execution including Percentage participation by each Member will be as indicated below and these shall not be varied/ modified subsequently without your prior approval.~~

S No	Item	Responsibility of		
		JV Member 1 (Lead Member) *Mention name of JV lead member	JV Member 2 *Mention name of JV member	JV Member 3 *Mention name of JV member
1.	Planning			
2.	Design			
3.	Construction Equipment 1. 2.			
4.	Key Personnel. 2. 3. 4.			
5.	Work Execution 1. 2. 3.			
6.	% Participation * *(This shall be as per sub clause 2.4(b)(I)(vi))			

Note to bidders:

The above table has been given to give an idea to bidders. However, bidders may modify the details depending upon type of work and sharing of responsibilities as per JV agreement. **The Bidder shall mention Percentage participation at Sl. No. 6 in the above table as per sub clause 2.4 (b) (I) (vi).**

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

In case our Bid is successful, the Joint Venture Agreement incorporating the above provisions will be executed within 15 days of receipt of Letter of Acceptance from you and shall be

~~registered at the place where the Agreement will be signed, so as to be legally valid and binding on all Members of the Joint Venture.~~

~~We agree that the Joint Venture Agreement shall be valid during the entire currency of the Contract including the period of extension if any, and the maintenance period after the work is completed.~~

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

~~We affirm that in suppression of anything contrary contained herein before, the Integrity Pact with the Employer in the format at Annexure VI/2& VI/3 (if applicable) shall be duly signed by authorized signatory of each member/partner of the Joint Venture and will be duly witnessed. All Members including the Lead Member shall comply with the provisions in the Integrity Pact and any violation of the Integrity Pact by any Member shall be construed as violation by the Joint Venture.~~

~~Yours faithfully,~~

~~Signature~~

~~(Name of Signatory).....~~

~~(Capacity of Signatory).....~~

~~Seal~~

~~Witness 1 _____ Witness 2~~

~~Name _____ Name~~

~~Address _____ Address~~

~~Occupation _____ Occupation~~

~~Note:~~

- ~~1. To be executed by each Member of the Joint Venture individually.~~
- ~~2. In case of any inconsistency between MoU submitted by JV members, the MoU submitted by leadmember of JV shall be considered correct.~~

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 residential address) who is presently employed with us and holding the position of and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work (name of work), including signing and submission of application/proposal, participating in the meetings, responding to queries, submission of information/documents and generally to represent us in all the dealings with RITES or any other Government Agency or any person, in connection with the works until culmination of the process of bidding, till the Contract Agreement is entered into with RITES and thereafter till the discharge of all the contractual obligations..

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.

FORMAT FOR POWER OF ATTORNEY TO LEAD MEMBER OF JOINT VENTURE- Not Applicable

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

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

~~Whereas, the Members of the Joint Venture (JV) comprising of M/sM /s.....and M/s.....(the respective names and addresses of the Registered offices to be given) are interested in bidding for the work and implementing the same in accordance with the terms and conditions contained in the bid documents.~~

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

~~NOW THIS POWER OF ATTORNEY WITNESSETH THAT~~

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

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

~~Dated this theday of 20~~

~~.....~~

~~(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:

~~_____ To be executed by all the members individually, in case of a JV.~~

~~_____ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.~~

FORM OF AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Agreement No: dated

THIS AGREEMENT is made on day of..... Two thousand between RITES Ltd. a Government of India Enterprise and a Company registered under Companies Act, 1956 having its registered office at SCOPE Minar, Laxmi Nagar, Delhi - 110092 and its Corporate Office at RITES BHAWAN, Plot No.1, Sector 29, Gurgaon (Haryana)-122001 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.

Additional conditions of contract

Special Conditions of contract

Schedules A to F

Technical Specifications

Drawings

Amendments to Tender Documents (List enclosed)

General Conditions of Contract (read with Correction Slip Nos. 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 Regulation

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

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

SIGNED, SEALED AND DELIVERED BY

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

ANNEXURE VI/1- Not Applicable

To

All Bidders for the Subject Tender,

Subject: NIT No. for the work of
.....(Fill in Name of the Work)

Dear Sir,

It is hereby declared that RITES LTD., acting for and on behalf of and as an Agent/Power of Attorney Holder of(The Principal/Employer) is committed to follow the principles of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the RITES Ltd.

Yours faithfully

RITES Ltd

(Name, Signature and Designation of the Authority competent to sign contract agreement on behalf of RITES)

for and on behalf of and as an

Agent/Power of Attorney Holder of

Note The RITES authority competent to sign the contract agreement, will sign this Annexure before uploading the tender.

INTEGRITY PACT

To,

.....
.....

~~(Fill the Designation and Address of the Authority competent to sign contract agreement on behalf of RITES)~~

~~Name of work :.....(Fill in Name of the Work)~~

~~Dear Sir,~~

~~I/We acknowledge that RITES Ltd. is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.~~

~~I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that SUBMISSION OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.~~

~~I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by RITES Ltd. and/or Client(Strike out whichever is not applicable). I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Section 9 of the enclosed Integrity Agreement at Annexure VI/3.~~

~~I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, RITES Ltd. and/or Client (Strike out whichever is not applicable), shall have unqualified, absolute and unfettered right to disqualify the tenderer / bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid. Yours faithfully (Duly authorized signatory of the Bidder) (Official Seal)~~

Yours faithfully

(Duly authorized signatory of the Bidder)
(Official Seal)

Place:.....

Date:.....

Witness 1:-

(Name & Address).....
.....

Witness 2

(Name & Address).....
.....

Date:

*~~Note 1 The contractor will download this document and affix his signatures and upload such signed document, as explained in the tender document under para 11.2. In case of **Failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.**~~*

*~~Note 2 In case of a Joint Venture, Lead Member will submit this document duly signed and witnessed along with the Bid/Tender. In case of **Failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.**~~*

ANNEXURE VI/3- Not Applicable

INTEGRITY PACT

Between

RITES LTD. acting for and on behalf of and as an Agent/Power of Attorney Holder of

(Name of Principal/Employer)

(Hereinafter called the “Principal/Employer” and which expression shall unless repugnant to the meaning or context hereof including its successors and permitted assigns)

AND.....

(Name of the Bidder)

(Hereinafter referred to as “The Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

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

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

Section 1— Commitments of the Principal/Employer

(1) The Principal/ Employer commits himself to take all measures necessary to prevent corruption and to observe the following principles:-

1. No employee of the Principal/Employer , personally or through family members, will in connection with the tender or for the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
2. The Principal/ Employer will, during the tender process, treat all Bidders with equity and reason. The Principal/Employer will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal/Employer will exclude from the process all known prejudiced persons.

(2) If the Principal/Employer obtains information on the conduct of any of his employees which is a criminal offence under the IPC (Indian Penal Code)/PC (Prevention of Corruption) Act, or if there be a substantive suspicion in this regard, the Principal/Employer will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2—Commitments of the Bidder/Contractor

- ~~(1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.~~
- ~~1. The Bidder/ Contractor will not directly or through any other person or firm, offer, promise or give to any of the Principal/Employer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.~~
 - ~~2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions, to restrict competitiveness or to introduce cartelization in the bidding process.~~
 - ~~3. The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal/Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.~~
 - ~~4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.~~
 - ~~5. Foreign bidders shall disclose the name and address of agents and representatives in India.~~
 - ~~6. Indian Bidders shall disclose their foreign principals or associates.~~
- ~~(2) The Bidder/ Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.~~

Section 3—Disqualification from tender process and exclusion from future contracts

~~If the Bidder/Contractor, before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal/Employer is entitled to disqualify the Bidder/Contractor from the tender process or terminate/ determine the Contract, if already executed, as per clause 3 of clauses of contract or take action as per the procedure mentioned in the "Guidelines on Banning of Business Dealings" placed at Annexure-VIA".~~

Section 4—Compensation for Damages

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

~~Money Deposit/Bid Security.~~

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

~~Section – 5 Previous transgression~~

- ~~(1) Bidder/Contractor to disclose any transgressions with any other public/government organization that may impinge on the anti corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.~~
- ~~(2) If the Bidder/Contractor makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business Dealings".~~

~~Section – 6 Equal treatment of all Bidders/Contractors/Sub-Contractors~~

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

~~Section 7 Criminal charges against violating Bidders/Contractors/Sub-Contractors~~

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

~~Section – 8 Independent External Monitor/Monitors~~

- ~~(1) The Principal/Employer shall appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement on receipt of any complaint by them from the~~

~~bidder(s). The IEMs shall examine all the representations/grievances/complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specification setc.~~

~~For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined as far as possible by the full panel of IEMs jointly or by the sole IEM as the case may be, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.~~

- ~~(2) The Monitor is not subject to instructions by the representatives of the parties and will perform his functions neutrally and independently. He will report to the CMD/RITES Ltd.~~
- ~~(3) The Bidder/Contractor accepts that the Monitor has the right of access without restriction to all Project documentation of the Principal/Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Partners/Sub-Contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Partners/Sub-Contractor with confidentiality.~~
- ~~(4) The Principal/Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal/Employer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.~~
- ~~(5) As soon as the Monitor notices or has reason to believe that violation of the agreement by the Principal/Employer or the Bidder/Contractor, has taken place, he will request the Party concerned to discontinue or take corrective action, or to take any other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner or refrain from action or tolerate action. The role of the Monitor will be advisory and his advice will be non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.~~
- ~~(6) The Monitor will submit a written report to the CMD/RITES Ltd. at the earliest from the date of reference or intimation to him by the Principal/Employer and should the occasion arise, submit proposal for correcting problematic situations.~~
- ~~(7) The word Monitor would include both singular and plural.~~

Section—9 Pact Duration

~~This pact begins when both parties have legally signed it. It expires for the Contractor when his Security Deposit and Performance Guarantee are released and for all other Tenderers six months after the Contract has been awarded.~~

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

Section 10 Other Provisions

- ~~(1) This agreement is subject to Indian Law. Place of performance and jurisdiction shall be as stated in the Contract Agreement.~~
- ~~(2) Changes and supplements as well as termination notices need to be made in writing.~~
- ~~(3) If the Bidder/Contractor is a Joint Venture, this agreement must be signed by legally authorized signatory of each Member/Partner of JV. The Memorandum of Understanding /Joint Venture Agreement will incorporate a provision to the effect that all Members of the Joint Venture will comply with the provisions in the Integrity Pact. Any violation of Section 2 above by any of the Partners/Members will be construed as a violation by the Joint Venture leading to possible Termination of Contract in terms of Section 3.~~
- ~~(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.~~
- ~~(5) A person signing the IP shall not approach courts while representing the matters to IEMs and he/she will await their decision in the matter.~~
- ~~(6) In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.~~
- ~~(7) In the event of any dispute between Principal/ Employer and the contractor, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

In case, the dispute remains unresolved even after mediation by the panel of IEMs, the Principal/ Employer and contractor may take further action as per the terms & conditions of the contract.~~
- ~~(8) The Bidder/Contractor undertakes (as part of Fall Clause, if applicable as per contract) that they have not and will not sell the same material/equipment at prices~~

~~lower than the bid price.~~

~~RITES Ltd.~~

~~Agent / Power of Attorney Holder~~

~~.....~~

.....

(For & on behalf of the Principal/Employer) (For the bidder/Contractor)
(Official Seal) (Official Seal)

-
Place:.....
Date:

Witness 1:-
(Name & Address).....
.....

Witness 2-
(Name & Address).....
.....

Note-

- ~~1. RITES authority competent to sign the contract agreement, will sign this Annexure before uploading the tender. The contractor will download this pre-signed document and affix his signatures and those of witnesses and upload such signed document, as explained in the tender document under para 11.2. In case of Failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.~~
- ~~2. In case of a Joint Venture, authorized signatory of each members/partners will sign the Integrity Pact and submit the same with the Bid/ Tender. All authorized signatories of the members/partners of JV, can either sign on one document jointly or can sign on separate documents. In case of Failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.~~

ANNEXURE-VI A

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

- 1.1 The procedure of (i) Suspension and (ii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 1.2 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.
- 1.3 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’ shall mean the Executive Director of the Division.
- iii) ‘First Appellate Authority’ shall mean Director in charge of the Division and
- iv) “Second Appellate Authority “shall mean the CMD, RITES.
- v) ‘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.
- vi) ‘Banning Committee’ shall mean a Committee constituted for the purpose of these guidelines **by the CMD**. 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
- 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. to the First Appellate Authority.

9.2 In the event the Agency is dissatisfied with the decision of the First Appellate Authority, it shall file a second appeal to the Second Appellate Authority.

9.3 The Appeals shall be preferred within one month from the receipt of the order of the Competent Authority or First Appellate Authority, as the case may be.

9.4 Appellate Authorities would consider the appeal and pass appropriate order which shall be communicated to the Agency as well to 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 BanOrders had been sent.

13. Power of Superintendence

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.

MANDATE FORM

To
 RITES Ltd,

Dear Sir,
 Authorization for payments through Electronic Fund Transfer System (RTGS/NEFT)
 Whereby authorize RITES Ltd. to make all our payments, including fund 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 PARRTICULARS	
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	
I	PERMANENT ACCOUNT NUMBER (PAN)	
J	E-MAIL ADDRESS	

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

Date:

SIGNATURE

(AUTHORISED SIGNATORY)
 Name.....

BANK CERTIFICATION

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

Date:

SIGNATURE
 (AUTHORISED SIGNATORY)
 Name
 OFFICIAL STAMP

ANNEXURE VIII

PRE-QUALIFICATION PROFORMA

Name of work	<i>“Land acquisition for Non-Forest land (Private land, Government land and Land for CA) and Forest land including Obtaining Forest Clearance for Construction of Private Railway Siding of S.C.Co.Ltd taking off from proposed Tentuloi Station to Naini Mines, Angul (Dist.) Odisha.”</i>				
Tender No.	RITES/BBSR/SCCL/Land Acquisition/OT-09/2024-25 dated: 01.11.2024				
Name of the Bidder					
Details of Cost of Tender Document paid by Account Payee Banker’s Cheque / Pay Order / Demand Draft infavour of “RITES Ltd.”	Name & Address of Issuing Bank	Amount	Date of Issue	Instrument placed at	Remarks
Details of EMD paid by Insurance Surety Bondsor Account Payee Banker’s Cheque/Pay Order / Demand Draft / Bank Gurantee (Indemnity e-Bank Gurantee) in favour of “RITES Ltd.”					

Annual Financial Turnover- Not Applicable

S. No.	Financial Years(The last three Financial Years Refer Annexure-1 on Qualification Criteria)	Turn Over(Rs. In Lacs)	Documents placed at:	Remarks
1				
2				
3				
Average Annual Turnover during last 3 financialyears				

Profitability- NA

No.	Financial Years(The last three Financial Years Refer Annexure-1)	Profit with (+) sign or Loss with (-) sign (In Rs)	Document placed at:	Remarks
1				
2				
3				

Similar Work Experience

(i) or Completed works:

S. No.	Name of work	Name of Client and address	Agreement / Letter of Award No. and date	Actual Date of Start	Actual Date of Completion	Actual Completion Cost (Rs)	Completion Certificate placed at:	Remarks
1								
2								
3								
4								

Notes: 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.

(ii) For substantially completed works-

S. No.	Name of Work	Name & address of client	Agreement / Letter of Award No. & date	Actual Date of start	Actual Cost of work completed (Rs)	Present Contract value (Rs)	% work completed	Status of functionality (whether functional or non-functional)	Whether any proceedings of termination of contract has been initiated (Yes/No)	Substantial completion certificate placed at	Remarks

1											
2											
3											

Notes: Certificate for substantial completion of project/work/asset should contain three parts. Part-I shall contain financial value of work done, PVC amount and present contract value. Part-II shall contain certificate of functional completion of project/work/asset. Part-III shall contain that no proceedings of termination of contract on contractor's default has been initiated.

Land Acquisition work Experience in Key Activities (if applicable)- 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 Start of Key Activity	Actual date of Completion of Key Activity	Certificate placed at:	Remarks
1									
2									
3									

Net Worth- Not Applicable

S. No.	Financial Years	Net Worth(in Rs.)	Documents placed at:	Remarks
1	(Last Financial Year refer Annexure 1 on Qualification criteria)			

Other Documents to be submitted along with Tender Documents:

S. No.	Particulars	Documents placed at:	Remarks
1	Declaration by the Bidder in the format given in Performa 1 of Annexure I, including certificates mentioned therein. In case of JV, each Partner of JV should submit Performa 1 duly signed, dated & with seal separately.		

S. No.	Particulars	Documents placedat:	Remarks
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	Self-attested copy of valid registration with EPFO under EPF and Miscellaneous Provisions Act, 1952		
5	Integrity Pact as per Annexure-VI/1, VI/2 and VI/3 as mentioned in clause 11.2		Not Applicable
6	Self-attested copy of Guidelines on Banning of Business Dealings as per Annexure-VI A		
7	Self-attested copy of Corrigendum/Minutes of Pre-Bid Meeting, if any.		
8	RTGS/NEFT details as per Annexure-VII (Mandate form)		
9	Self-attested copy of GST Registration Certificate		
10	Self-attested copy of the JV agreement/MoU as per Annexure-II (where JV is allowed) to be executed by each member of JV individually.		Not Applicable
11	Power of attorney in favour of Lead member as the Lead Member of JV (where JV is allowed) as per Annexure-IV to be executed by all the members of JV individually.		Not Applicable
12	Self-attested copy of certificates as per requirement of Sub-clause 6 (verification of Local content) of clause 12.15 (Preference to Make in India)		

S. No.	Particulars	Documents placed at:	Remarks
13	Self-attested documents as per clause 12.16(Restrictions on procurement from a bidder of a country which shares a land border with India), if applicable.		
14	Declaration by Each Partner of JV (in case of Large works/Normal works) as per Para 3 (Servicing of Loan/ Credit Limit) of Annexure-I		Not Applicable
15	Undertaking/ Declaration by Bidder/ Each Partner of JV in case of Large works/ Lead Member of JV in case of Normal works that “Audited Standalone Balance Sheets, Statement of Profit and Loss and other financial statements for the immediately preceding year are not available” as per Para 1 (e) (Annual Financial Turnover), Para 4 (Profitability) and Para 5 (Net Worth) of Annexure-I, if applicable.		Not Applicable
16	Self-attested copy of any other document if specified in tender document and correction slips to tender document		

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	PachimSinghbhum
29	Jharkhand	Palamu

S. No.	State	District
30	Jharkhand	PurbiSinghbhum
31	Jharkhand	Ram Garh
32	Jharkhand	Saraikela
33	Jharkhand	Simdega
34	Madhya Pradesh	Anuppur
35	Madhya Pradesh	Balaghat
36	Madhya Pradesh	Dindori
37	Madhya Pradesh	Mandla
38	Madhya Pradesh	Seoni
39	Madhya Pradesh	Shahdol
40	Madhya Pradesh	Sidhi
41	Madhya Pradesh	Umaria
42	Maharashtra	Gadchiroli
43	Maharashtra	Gondiya
44	Orissa	Balangir
45	Orissa	Debagarh / Deogarh
46	Orissa	Gajapati
47	Orissa	Kalahandi
48	Orissa	Kandhamal / Phulbani
49	Orissa	Kendujhar / Keonjhar
50	Orissa	Koraput
51	Orissa	Malkangiri
52	Orissa	Mayurbhanj
53	Orissa	Nabarangapur
54	Orissa	Nuapada
55	Orissa	Rayagada
56	Orissa	Sambalpur
57	Orissa	Sonapur
58	Orissa	Sundargarh
59	Uttar Pradesh	Sonbhadra
60	West Bengal	Paschim Medinipur

ANNEXURE X

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

(On Non-Judicial Stamp Paper of Appropriate Value)

To,
RITES LTD.
.....
.....

1. WHEREAS RITES Ltd. Acting for and on behalf as Agent/Power of Attorney Holder of (hereinafter called ‘The Employer’) (which expression shall unless repugnant to the subject or context include its successors and assigns) has invited bids by way of E-tender Number- dated (hereinafter called ‘the Tender’) for (*description of the tender work*);
2. AND WHEREAS.....(*name of the bidder*) (hereinafter called ‘the Bidder’) has submitted a bid for the Tender to the Employer.
3. AND WHEREAS.....a Bank Guarantee for Rs..... (Rupees.....only) (*Amount of EMD*) in favour of RITES Ltd (hereinafter called the “Beneficiary”) valid till .(*the date of validity of this Guarantee from the date of the submission of Tender’s offer*) is required to be submitted by the Bidder as EMD along with theTender.
4. We (*Name of the bank*) having our office at.....(*Address of the bank*) (hereinafter called ‘the Bank’) hereby give this Bank Guarantee and hereby agree unequivocally and unconditionally to pay to RITES Ltd. immediately on demand and without demur to the extent of the said sum of Rs..... (Rupees only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents on default of any of the conditions of the Tender as follows:
 - i. if the Bidder after bid opening, but before expiry of bid validity or issue of Letter of Acceptance, whichever is earlier,
 1. withdraws his tender; or
 2. makes any modification in the terms and conditions of the tender which are not acceptable to the Employer
 3. impairs or derogates from the tender in any respect within the period of validity of the tender
 4. If the bidder does not accept the correction of his price during evaluation
 - ii. in case any information/document which may result in the Bidder’s disqualification is concealed by the Bidder or 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.

- iii. in the case of a successful Bidder, if the Bidder fails to furnish the Performance Guarantee within the period specified under Clause 1 of “Clauses of Contract”.
- 5. We undertake to pay to the Beneficiary up to the above amount upon receipt of its first written demand, without the Beneficiary having to substantiate its demand, provided that in its demand the Beneficiary will note that the amount claimed by it is due to its owing to the occurrence of one or more of the conditions mentioned above, specifying the occurred condition or conditions.
- 6. This guarantee will remain in force up to and any demand in respect thereof should reach the Bank not later than the above date.
- 7. NOTWITHSTANDING ANYTHING CONTAINED HEREIN:
 - I. Our liability under this Bank Guarantee shall not exceed Rs. (Rupees only)
 - II. This Bank Guarantee shall be valid up to
 - III. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before failing which our liability under the guarantee will automatically cease.

Seal:

Date:

(Authorized Signatory of the Bank)

ANNEXURE XI

STATE / UNION TERRITORY IN WHICH GST REGISTRATION OF RITES

S. No	State	Regular GST Reg. No.(Final)
1	Jammu & Kashmir	01AAACR0830Q1ZK
2	Punjab	03AAACR0830Q1ZG
3	Haryana	06AAACR0830Q1ZA
4	Delhi	07AAACR0830Q1Z8
5	Rajasthan	08AAACR0830Q1Z6
6	Uttar Pradesh	09AAACR0830Q1Z4
7	Bihar	10AAACR0830Q1ZL
8	Tripura	16AAACR0830Q1Z9
9	Meghalaya	17AAACR0830Q1Z7
10	Assam	18AAACR0830Q1Z5
11	West Bengal	19AAACR0830Q1Z3
12	Jharkhand	20AAACR0830Q1ZK
13	Orissa	21AAACR0830Q2ZH
14	Chattisgarh	22AAACR0830Q1ZG
15	Madhya Pradesh	23AAACR0830Q1ZE
16	Gujarat	24AAACR0830Q1ZC
17	Maharashtra	27AAACR0830Q1Z6
18	Karnataka	29AAACR0830Q1Z2
19	Goa	30AAACR0830Q1ZJ
20	Kerala	32AAACR0830Q1ZF
21	Tamilnadu	33AAACR0830Q1ZD
22	Andaman & Nicobar Islands	35AAACR0830Q1Z9
23	Telengana	36AAACR0830Q2Z6
24	Andhra Pradesh	37AAACR0830Q1Z5

SECTION 2
ADDITIONAL CONDITIONS OF CONTRACT

SECTION 2

ADDITIONAL CONDITIONS OF CONTRACT

Note:-

Any conditions required to be included in the tender document, in addition to the conditions mentioned in the Clauses of Contract and Special Conditions of Contract shall be included here as Additional Conditions of Contract.

1. **Statutory fees to be paid to Central/State Govt. departments as and when may be required to be paid by the agency. The same will be reimbursed and released on submission of payment receipt, related documentary evidence.**
2. **Entire liasoning when and wherever required with the concerned department are in the scope of Agency/ Consultant.**
3. **Land Survey, Demarcation of Land boundary and fixing of pegs at interval of 50m based on the Section finalized with land boundary offsets on either side.**
4. **For land boundary marking pillars of size 200mmx200mmx1200mm of RCC Grade M20 with nominal reinforcement embedded in PCC 1:4:8 of size 450mmx450mmx450 mm with 600mm below the ground level.**

(A) Other Terms & Conditions:

1. **Commencement and Completion of the work:** The work shall have to be commenced immediately in consultation with **Engineer-In-Charge/** authorized representative of RITES Ltd., who shall direct and supervise the work. The entire works shall have to be completed within the stipulated period from the date of issue of this work order. You are requested to contact Sandip Sharan DGM (C) RITES Ltd., at PU- Bhubaneswar immediately for necessary guidance and direction. All bills shall be submitted to DGM/C for processing payment. The PU-Head, RITES Ltd., at Project Unit, Bhubaneswar will be overall In-charge for this work, and copies of all correspondences shall be forwarded to him.
2. **Submission of Document:** - All documents/applications/reports which is/are to be submitted to MoEF&CC/OSPCB shall be first verified by the client i.e. RITES Ltd before the final submission.
3. **Settlement of disputes:** - All disputes arising under this work shall be decided by RITES Ltd on receipt of your written appeal. The decision of the Regional Head, ECRPO, RITES Ltd, Bhubaneswar will be final and binding in this regard.
4. **Working Schedule:** -
 - i. The Contractor/Agency/Consultant is required to submit working schedule within 7 days of receiving LOA considering the total completion period of the work within the stipulated time.
 - ii. The Contractor/Agency/Consultant to initiate work within 15 days of receiving LOA.
 - iii. Progress Report of work is to be submitted on fortnightly basis without fail to RITES Ltd and progress should be proportionate to the time schedule and as per program to be submitted.
5. **Labour Laws and Safety Rules:** - While executing this work, the successful Quotationer should comply with the provision of all Rules & Acts in force as applicable to this work at Quotationer's own

risk/responsibility and expenses. The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by Government of Odisha/Government of India. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare PF & ESI. In case any mishap/ accident/ loss of life happen to the persons deployed by Quotationer for conduction the work, Quotationer will be responsible for compensation. If RITES Ltd is held liable to pay any amount on any of this account due to Quotationer's lapses in fulfilling obligations in this regard, the same shall be recoverable from Quotationer's bills or other dues payable to the Quotationer.

6. **Income Tax:** Income tax as per rates applicable /amended under the Income Tax Act of work shall be deducted at source unless the contractor is exempted by Income Tax Authorities.
7. **Termination of Contract:** - In the event of non-satisfactory progress, RITES Ltd reserves the right to rescind the contract without showing any reasons whatsoever in giving 07 (Seven) days' notice.
8. **Force Majeure:** War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut downs imposed by Government, act of Legislative of other Authorities, stoppage in supply of raw materials, fuel or electricity, breakdown of machinery, act of God, epidemics, fire, earthquakes, floods, explosives, accidents and navigation blockages, or any other acts or events whatsoever, which are beyond reasonable control of contractor and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered force majeure. Contractor shall be granted necessary extension of completion date to cover the delay caused by force Majeure without any financial repercussion.
9. **Liquidated Damage:** In case the work described in clause-B above is delayed beyond the stipulated period of completion as indicated clause-D above, for reasons directly attributable to consultants, a sum equivalent to ½% (half percent) of fees for each completed week by which the work has been delayed subject to maximum of 10% of contract value shall be recovered as liquidated damages from contractor.

If M/s SCCL, the principal employer is not satisfied with the quality/ progress of work which has been carried out by the contractor and some penalty is imposed at any stage by the client on RITES on account of it for whatever reason, the same shall be recovered from the contractor.



SCHEDULE OF PAYMENT BELOW

SCHEDULE OF PAYMENT		
Land Acquisition:		
I) Non-Forest Land:		
SI No	Description of Items Stages	Payment Break-up
i)	On completion of Pegging at interval of 50 mtr based on the section finalized with land boundary offsets on either side along the railway line alignment and On completion of Joint verification by all stakeholders (SCCL, Revenue, etc.)	10%
ii)	On submission of Requisition for Acquisition of Land along with Plan and duly verified by the Revenue department and approval by all stakeholders (SCCL, local authorities/ bodies, Revenue, etc.). This activity includes publication of relevant Notifications etc. as per the present Land acquisition Act.	30%
iii)	On completion of Publication of Declaration after submission of reply to each and every objection client/concerned authority (SCCL, local authorities/ bodies, Revenue, etc.) on publication of Preliminary Notification as per the present Land acquisition Act.	15%
iv)	On completion of conducting award enquiry and passing of Award by Revenue authorities and disbursement of compensation to the claimants of the Award as per the Land acquisition Act.	25%
v)	On completion of acquisition of private land, mutation of land in favour of SCCL, alienation of Government land and taking physical possession of the acquired land.	20%
II) Forest Land & Clearance:		
i)	On Approval of activity “Joint verification of trees, by physical marking and preparing details of trees as per format of Forest department.	10%
ii)	Identification of Revenue/Private land for compensatory afforestation purpose and preparation of CA scheme	10%
iii)	On completion of activity “Preparation and submission of forest proposal & its online submission on MOEF&CC web portal.”	20%
iv)	After completion of activity “Obtaining Consent of Gram Sabha(s) wherever required under Recognition of Forest Right Act 2006 (FRA) as part of Forest proposal to the satisfaction of SCCL and obtaining FRA certificate from the Collector.	20%
v)	Consideration FD proposal by FAC, Issuance of Stage-I Forest Clearance, preparation & submission of Stage-I compliance report.	20%
vi)	Issuance of Final stage-II clearance and transfer of forest land.	20%

SECTION 3

SPECIAL CONDITIONS OF CONTRACT

SECTION 3

SPECIAL CONDITIONS OF CONTRACT – Not Applicable

~~Special Conditions relating to existing Clauses of Contract (Section 8), RITES Safety Code (Section 9), RITES Model Rules for Protection of Health and Sanitary Arrangement for Works (Section 10) and RITES Contractor's Labour Regulation (Section 11)~~

SECTION 4

PROFORMA OF SCHEDULES

SECTION-4

PROFORMA FOR SCHEDULES

Schedule ‘A’

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

Schedule ‘B’

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

S. No.	Description of Items	Quantity	Rate in Figures & words at which the material will be charged to the Contractor	Place of Issue
1	2	3	4	5
-Not Applicable-				

Schedule ‘C’

Tools and Plants to be hired to the Contractor(Refer Clause 34 of Clauses of Contract)

S. No.	Description	Hire Charges per Day	Place of Issue
1	2	3	4
-Not Applicable-			

Schedule ‘D’

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

-Not Applicable-

Schedule ‘E’

Schedule of components of Cement, Steel, Other materials, POL, Labour etc. for Price Escalation.

(Refer Clause 10 CC of Clauses of Contract)

(To be worked out and filled by Tender document Approving Authority. The Components and their percentages may be modified depending on the nature of work)

Clause 10 CC- Not Applicable

Component of Cement (Xc) expressed as percent of total value of work	}%
Component of steel (XS) expressed as percent of total value of work	}%
Component of other materials (XM) (except cement & steel) expressed as per cent of total value of work	}%
Component of labour (Y) expressed as percent of total value of work	}%
Component of P.O.L (Z) expressed as percent of total value of work	}%
Total	}	100%

Schedule ‘F’

Reference to General Conditions of Contract

Name of Work: *“Land acquisition for Non-Forest land (Private land, Government land and Land for CA) and Forest land including Obtaining Forest Clearance for Construction of Private Railway Siding of S.C.Co.Ltd taking off from proposed Tentuloi Station to Naini Mines, Angul (Dist.) Odisha.”*

Estimated cost of work: Rs. 81,36,750.00 excl. GST.
 Earnest money: Rs.1,63,000.00
 Performance Guarantee (Ref.Clause1) 5% of Tendered Value.
 Security Deposit: (Refer clause 1A) 5% of Tendered Value.

Notice Inviting Tender and Instruction to Tenderers

Officer inviting tender: **Project Unit Head, RITES Ltd, Bhubaneswar**

CONDITIONS OF CONTRACT

Definitions

2(iv) Principal/ Employer **M/s SCCL Govt of Telangana.**
 2(v) Engineer-in-Charge **Project Unit Head, RITES Ltd, Bhubaneswar**
(Authority Competent to execute Contract Agreement as per Item 7.1 of SOP)
 2 (vii) Accepting Authority **Regional Head, RITES Ltd, ECRPO,**
(Authority Competent to accept Tenders as per Item 3.1/3.2/3.3 of SOP as applicable)

2 (ix) Percentage on Cost of materials and Labour to cover all overheads and profits *15%

2 (x) **Standard Schedule of Rates** Market rate for non-schedule Items.

Standard schedule of Rates as indicated below will be applicable to the Tender including latest amendments and corrections till the date of receipt of tender-

(Delete items that are not applicable)

S.No.	Item	Schedule Applicable
	For execution of Land Acquisition of Non forest land and Forest land and obtaining forest clearance.	1 Civil Works 1) Scheduled Items a) Current Market Rates for land acquisition works <i>(to be modified as per requirement and as applicable including latest amendments)</i>

2(xiii) Date of commencement of work: **15 days** from the date of issue of LOA or the first day of handing over of site whichever is later.

9 (a) (ii) General Conditions of Contract: RITES General Conditions of Contract for Works February-2023 Edition as modified & Corrected up to Correction Slip No. 1 to 2.

CLAUSES OF CONTRACT

Clause 1

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

Maximum allowable extension beyond the period provided in(i)above 07 Days
(subject to maximum of 07 days)

Clause 2

Authority for fixing compensation under Clause 2 **Regional Head, ECRPO, RITES Ltd, Bhubaneswar**
(Authority Competent to accept tender as per SoP)

Clause 2 A:

Whether Clause 2A shall be applicable **Yes/No**

Clause 5:

5.1 (a) Time allowed for execution of work **7 months** from the date of start

Date of start: **15 Days** from the date of issue of Letter of Acceptance or the first date of handing over of Full/Part site whichever is later *(Incase only part site is to be handed over initially, indicate the time schedule for handing over of the site)*

5.1 (b) TABLE OF MILESTONE(S):- APPLICABLE

S. No.	Description of Milestone (Physical*/ Financial*)	Time allowed (from date of start)	Amount to be withheld in case of non-achievement of milestone
1	25%	120days	1% of the quoted fees.
2	50%	150 days	1% of the quoted fees.
3	75%	180 days	1% of the quoted fees.

*(*Strike out whichever is not applicable)*

Clause 5 A

Shifting of stipulated date of completion:
Competent Authority **Regional Head, ECRPO, RITES Ltd, Bhubaneswar**
(Accepting Authority as specified in Clause 2(vii) of Conditions of Contract above)

Clause 6 A

Whether Clause 6 or 6A applicable: **6A is applicable**

Clause 7

Gross work to be done together with net Payment/adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment: **Rs.2 Lakh**

Clause 10 A

- i) Whether Material Testing Laboratory is to be provided at site. **Yes/No**
- ii) If “YES” list of equipment to be provided **Not Applicable**

Clause 10 B

Whether Clause 10 B (ii) to (v) applicable Yes / No

Clause 10 CC

Whether Clause 10CC applicable ~~Yes~~/ No

Clause 11

Specifications to be followed for execution of work NA

Clause 12

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

~~i) For Non foundation items~~

Plus ~~25%~~

Minus ~~No limit~~

ii) For Foundation items

Plus 100%

Minus No limit

Plus 50%

Minus No limit

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

Clause 12.5

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

Not Applicable

(If not applicable write accordingly)

Clause 16

Competent Authority for deciding reduced rates

Regional Head, ECRPO, RITES Ltd, Bhubaneswar

(Authority Competent to accept tender)

Clause 17

Maintenance Period

Not Applicable

Clause 18

List of machinery, tools & plants to be deployed by the Contractor at site (Commensurate with approved work schedule)

1) DGPS

2) Auto level.

3) Total Station

Clause 25

25 (i) Appellate Authority

Regional Head, RITES Ltd

Appointing Authority (The Authority immediately above Engineer-in-Charge to whom the Engineer-in Charge report)

Vertical Head, RITES Ltd

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

Whether Clause 31 or 32 is applicable ~~31*/32*~~ is applicable
(Strike out whichever is not applicable)

Clause 36 (i) & (iii)

Minimum Qualifications & Experience required and Discipline to which should belong

As per the requirement of Manpower for Land Acquisition work for both Non Forest land and Forest land.

Clause 36 (iv)

Recovery for non –deployment of Project Manager/ Project Planning / Billing /Engineer:

NA

Clause 42

i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates printed by CPWD NA

- ii) Variation permissible on theoretical quantities
 - a) Cement
 - For works with estimated cost put to tender not more than Rs.5 Lakhs
 - For works with estimated cost put to tender more than Rs.5 Lakhs

- b) Bitumen for all works
- c) Steel Reinforcement and Structural Steel Sections for each diameter, section and Category
- d) All other materials

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S.	Rates in figures and words at which recovery shall be made from the Contractor
----	--

No.	Description of Item	Excess beyond permissible variation	Less use beyond the permissible variation
1	Cement	NA	NA
2	Steel Reinforcement	NA	NA
3	Structural Sections	NA	NA
4	Bitumen issued free	NA	NA
5	Bitumen issued at stipulated fixed price	NA	NA

Clause 46

Clause 46.10

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

Not Applicable.
(If not applicable indicate accordingly)

Whether Clause 46.11.1A applicable ~~Yes~~ / No
 Whether Clause 46.13A applicable ~~Yes~~ / No

Clause 46.17

City of Jurisdiction of Court: **Bhubaneswar**

Clause 47.2.1

Sum for which Third Party Insurance to be obtained: **NA**

Clause 55

Whether clause 55 shall be applicable. ~~Yes~~ / No

If yes, time allowed for completion of Sample Floor/Unit **NA** months from date of start of work

SECTION 5

TECHNICAL SPECIFICATIONS

SECTION 5

TECHNICAL SPECIFICATIONS

1. General:

The work will be carried out as per specifications of Forest Department, Revenue Department etc.

SECTION 6

DRAWINGS

List of Drawings Enclosed

SN	Description	Drawing
1	Chendipada Reserve forest	
2	Land plan	
3	Land plan	

Note: Above drawings are for tender purposes only.



