

**BITES Ltd. / Contract Policy Cell / Gurgaon**

**Tender and Contract Document for Works - July 2011**

**Correction Slip No. 16**

\  
*In Correction Slip No. 14 dated 15<sup>th</sup> September 2014, para 5 'Net Worth' may be replaced with the following :*

**5. NET WORTH**

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

**Notes:**

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

**Large Works**

All the partners shall jointly meet this criterion.

**Normal Works**

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

---

No. BITES/CO/CPC/T&CD

Dated the 06<sup>th</sup> January, 2015

The above correction to Tender and Contract Document – July 2011 is issued with approval of the competent authority.

(G.V.Chanana)  
Advisor (Contract Policy)

All Divisional Heads and SBU heads

Copy to:

1. Secy to CMD/DT/DP/DF. The above correction slip may be inserted in the copy of Tender and Contract Document for information of CMD and Directors
2. CVO

**RITES Ltd. / Contract Policy Cell / Gurgaon**

**Tender and Contract Document for Works - July 2011**

**Correction Slip No. 17**

\  
*In Section 1 'Notice Inviting Tender and Instructions to Tenderers' the existing clause 9.1 may be deleted and replaced as under :*

9.1 The Tender should be accompanied by total earnest money of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) [ 1% of the Estimated Cost, amount rounded off to nearest thousand subject to a maximum of Rs.50,00,000/- ] in the following forms :

(i) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) [Total Earnest Money as above or Rs.20,00,000/- whichever is less] in any of the forms given below -

Banker's Cheque / Pay Order / Demand Draft issued by State Bank of India or any Scheduled Commercial Bank drawn in favour of RITES Ltd. and payable at Gurgaon / Delhi

(ii) The balance amount, if any, of Earnest Money amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) in the form of Bank Guarantee of any Scheduled Commercial Bank or the State Bank of India in accordance with the form given at Annexure X. The validity of Bank Guarantee shall be for a period of six months from the date of submission of Tender. The Bank Guarantee will be got verified from the issuing Bank by the Employer and the Tender will be treated as responsive only if the Bank Guarantee is confirmed by the issuing Bank for its authenticity / issuance. Otherwise, the Tender shall be rejected by the Employer as non-responsive.

*The existing Clause 9.4(b) may be deleted and replaced with the following:*

b) In case the Tenderer is found to have made any misleading or false representation in the documents submitted in proof of the qualifying requirements with a view to get qualified on the strength of such document(s).

*A new annexure (Annexure X) is enclosed specifying the format of Bank Guarantee. This may be added to the Tender and Contract Document.*

---

No. RITES/CO/CPC/T&CD

Dated the 10<sup>th</sup> March, 2015

The above correction to Tender and Contract Document – July 2011 is issued with approval of the competent authority.

(G.V.Chanana)  
Advisor (Contract Policy)

All Divisional Heads and SBU heads

Copy to:

1. Secy to CMD/DP/DF/DT. The above correction slip may be inserted in the copy of Tender and Contract Document for information of CMD and Directors
2. CVO

**BITES Ltd. / Contract Policy Cell / Gurgaon**

**Tender and Contract Document for Works - July 2011**

**Correction Slip No. 18**

\  
*In Section 1 'Notice Inviting Tender and Instructions to Tenderers' the existing clause 9.4(b) may be deleted and replaced as under :*

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

*Guidelines on Banning of Business Dealings are given as Annexure A to the Integrity Pact which is available as Annexure VIII to Tender and Contract Document for Works. In the said Guidelines on Banning of Business Dealings, the following modifications may be made :*

*In clause 3 (Definitions) after sub-clause (iii) a fresh sub-clause (iv) may be inserted as under:*

"iv) **Banning Committee** shall mean a Committee constituted for the purpose of these guidelines by the competent authority. The members of this Committee shall not, at any stage, be connected with the tendering process under reference.."

*Further, in the existing sub-clause (ii) (a) and (ii) (b) of clause 3, the Appellate Authority has been mentioned as "MD"; the same may be corrected as "CMD".*

*The existing Clause 8.3 may be deleted and replaced with the following -*

"8.3 On receipt of the reply of the Agency, or in case no reply is received within the prescribed time, the Competent Authority shall refer the case along with relevant details to the Banning Committee, which shall examine the reply of the Agency and

other facts and circumstances of the case and submit its final recommendation to the Competent Authority for banning or otherwise. A final decision for Company-wide banning shall be taken by the Competent Authority. The Competent Authority may consider and pass an appropriate speaking order:

- i. For exonerating the Agency; or
- ii. For banning the business dealing with the Agency.”

---

No. RITES/CO/CPC/T&CD

Dated the 07<sup>th</sup> May, 2015

The above correction to Tender and Contract Document – July 2011 is issued with approval of the competent authority.

(G.V.Chanana)

Advisor (Contract Policy)

All Divisional Heads and SBU heads

Copy to:

2. Secy to CMD/DP/DF/DT. The above correction slip may be inserted in the copy of Tender and Contract Document for information of CMD and Directors
3. CVO