

E-TENDER FOR

**Manufacture and Supply of 02 sets of Dynamic Brake Grid Resister
to BLW Drawing no. EL/P7/0631 (BLW Part No. 12242883) for
Diesel Locomotives**

**TENDER NO. RITES/EXPO/SLR/2013-56/Dynamic Brake Grid /02
(Open Tender)**

TENDER DOCUMENT

April, 2022



(A Government of India Enterprise)

**EXPOTECH DIVISION
RITES Limited, RITES Bhawan-I, 2nd Floor,
Plot No.1, Sector 29
Gurgaon - 122001, Haryana, INDIA**

INDEX

| | |
|--|-------------------------------------|
| SECTION-1 - NOTICE INVITING TENDER AND INSTRUCTIONS TO TENDERERS | 5 |
| 1. GENERAL | 5 |
| 2. QUALIFICATION CRITERIA TO BE SATISFIED..... | 6 |
| 3. FORMAT AND CHECKLIST FOR SUBMISSION OF INFORMATION ON QUALIFICATION CRITERIA..... | 6 |
| 4. CONTENTS OF TENDER DOCUMENT | 6 |
| 5. INSTRUCTIONS ON ACCESSING/PURCHASING OF BID DOCUMENTS AND SUBMISSION THEREOF ... | 7 |
| 6. AMENDMENT OF TENDER DOCUMENT..... | 11 |
| 7. PREPARATION AND SUBMISSION OF BIDS | 11 |
| 8. TENDER VALIDITY..... | 14 |
| 9. BID SECURING DECLARATION | Error! Bookmark not defined. |
| 10. MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF BIDS | 16 |
| 11. AUTHORITY TO SIGN | 17 |
| 12. TENDER OPENING, EVALUATION AND CLARIFICATIONS..... | 19 |
| 13. INSPECTION OF SITE BY THE TENDERERS | 25 |
| 14. PURCHASER'S RIGHT ON ACCEPTANCE OF ANY TENDER..... | 25 |
| 15. CANVASSING PROHIBITED | 25 |
| 16. PURCHASER'S RIGHT TO ACCEPT WHOLE OR PART OF THE TENDER..... | 26 |
| 17. MISCELLANEOUS RULES AND DIRECTIONS..... | 26 |
| 18. PURCHASE ORDER (PO) | 27 |
| 19. PRE-QUALIFICATION PROFORMA | 28 |
| 20. BRIEF NOTICE INVITING E-TENDERS | 28 |
| 24. The bid submitted shall become invalid and e-Tender processing fee shall not be refunded : | 28 |
| 28. List of Documents to be scanned and uploaded within the period of bid submission :-..... | 29 |
| 29. List of Documents to be submitted physically by Lowest (L1) Bidder:..... | 31 |
| ANNEXURE-I -QUALIFICATION CRITERIA..... | 32 |
| QUALIFICATION CRITERIA | 32 |
| 1. QUALIFICATION CRITERIA..... | 32 |
| a) Similar Work Experience..... | 32 |
| b) Similar Works..... | 32 |
| 2. DISQUALIFICATION ON CERTAIN GROUNDS..... | 33 |
| Proforma - 1 | 34 |
| Proforma - 2- SOLVENCY CERTIFICATE FROM A NATIONALIZED OR A SCHEDULED BANK -..... | 35 |
| Not Applicable..... | 35 |
| Proforma-3 - DECLARATION BY THE BIDDER | 36 |
| ANNEXURE II - DRAFT MEMORANDUM OF UNDERSTANDING - JOINT VENTURE | 38 |
| ANNEXURE -III - FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY | 39 |
| ANNEXURE - IV - FORMAT FOR POWER OF ATTORNEY TO LEAD MEMBER OF JOINT VENTURE | 40 |
| ANNEXURE - V - FORM OF AGREEMENT - Not Applicable..... | 41 |
| ANNEXURE - VI - INTEGRITY PACT | 42 |
| ANNEXURE - A - Guidelines on Banning of Business Dealings | 43 |
| ANNEXURE - VII - MANDATE FORM | 48 |
| ANNEXURE - VIII - Not Applicable | 50 |
| ANNEXURE - IX - PRE-QUALIFICATION PERFORMA | 51 |
| ANNEXURE - X - List of 60 districts covered under IAP - Not Applicable | 53 |
| ANNEXURE -XI - Format for Performance Bank Guarantee | 54 |
| Annexure - XII - BID SECURING DECLARATION | Error! Bookmark not defined. |
| SECTION - 2 - TENDER AND CONTRACT FORM FOR WORKS - Not Applicable..... | 57 |
| SECTION - 3 - SPECIAL CONDITIONS..... | 59 |
| 1. DEFINITIONS AND INTERPRETATION:..... | 59 |
| 2. SCOPE OF WORK | 61 |
| 3. DELIVERY SCHEDULE:..... | 61 |
| 4. TECHNICAL SUPPORT | 61 |
| 5. SPARE PARTS SUPPORT | 61 |
| 6. TRAINING - Not Applicable..... | 62 |
| 7. DELIVERY TERMS..... | 62 |
| 8. CONSIGNEE / ULTIMATE CONSIGNEE | 62 |
| 9. PRICE AND TAXES: | 62 |

| | | |
|-----|--|----|
| 10. | CURRENCY | 64 |
| 11. | LAWS GOVERNING THE CONTRACT | 64 |
| 12. | FAILURE AND TERMINATION: | 64 |
| 13. | EXTENSION OF TIME FOR DELIVERY: | 65 |
| 14. | CONSEQUENCE OF REJECTION: | 65 |
| 15. | DRAWINGS/SPECIFICATIONS: | 65 |
| 16. | PERFORMANCE GUARANTEE: | 66 |
| 17. | INSPECTION AND TESTING | 67 |
| 18. | PACKING: | 69 |
| 19. | MARKING: | 70 |
| 20. | FREIGHT: | 70 |
| 21. | RISK IN TRANSIT AND INSURANCE: | 70 |
| 22. | PAYMENT AUTHORITY | 72 |
| 23. | PAYMENT TERMS | 72 |
| 24. | PAYMENT PROCEDURE | 72 |
| 25. | WARRANTY | 73 |
| 26. | INDEMNITIES | 74 |
| 27. | INTELLECTUAL PROPERTY RIGHTS | 74 |
| 28. | QUANTITY VARIATION: | 74 |
| 29. | CORRESPONDENCE | 75 |
| 30. | EXPORT/IMPORT BENEFITS | 75 |
| 31. | CONSIGNEE'S RIGHT OF REJECTION | 75 |
| 32. | FORCE MAJEURE CLAUSE | 75 |
| | SECTION 4 - PROFORMA OF SCHEDULES | 78 |
| | SECTION 5 -TECHNICAL SPECIFICATIONS..... | 83 |
| | SECTION – 6 - LIST OF DRAWINGS ENCLOSED..... | 85 |
| | PART-2 - FINANCIAL BID SCHEDULE (BILL OF QUANTITIES) | 86 |

SECTION –1
NOTICE INVITING TENDER AND INSTRUCTIONS TO TENDERERS

SECTION–1 - NOTICE INVITING TENDER AND INSTRUCTIONS TO TENDERERS

1. GENERAL

1.1 Tender Notice

Tenders are invited, through E-Tendering system, by RITES Limited, a Public Sector Enterprise under the Ministry of Railways, for the work of **“Manufacture and Supply of 02 sets of Dynamic Brake Grid Resister to BLW Drawing no. EL/P7/0631 (BLW Part No. 12242883) for Diesel Locomotives”**.

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

(For the purpose of this tender the “Bidder or Vendor or Contractor” means Vendor participating in the bidding process and Employer or Purchaser means RITES Ltd.)

1.2 Estimated Cost of Work

Not Applicable

1.3 Time for Completion

60 days from the date of issue of PO/LOA (Letter of Acceptance) by RITES Ltd. as per the Delivery Schedule given at Clause3 of Section 3–Special Conditions.

1.4 Brief Scope of Work

The Scope of Work consists of **“Manufacture and Supply of 02 sets of Dynamic Brake Grid Resister to BLW Drawing no. EL/P7/0631 (BLW Part No. 12242883) for Diesel Locomotives”** as per the Deliverables given at Clause 2 of **Section 3–Special Conditions**

1.5 Availability of Site

The site for the work is available.

1.6 Deadline for submission of bids: 27.04.2022 at 11:00 Hrs.

RITES Limited may extend the deadline for submission of Tenders by issuing an amendment in writing in accordance with Clause 6.3. The Purchaser 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 Purchaser 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.

CRITICAL DATA SHEET

| | |
|---|---------------------------------|
| Tender Publishing Date | 13.04.2022 |
| Bid Document Download / Sale Start Date | 14.04.2022 |
| Pre-bid Query Receipt Start Date & Time | 14.04.2022 at 09:00 Hrs. |
| Pre-bid Query Receipt End Date & Time (Refer to Bid Clarification as per clause 5.8 Section 1 - Instructions to Tenderers) | 22.04.2022 at 17:00 Hrs |
| Bid submission Start Date & Time | 23.04.2022 at 9:00 Hrs |
| Bid submission End Date & Time | 27.04.2022 at 11:00 Hrs |
| Bid Opening Date & Time | 28.04.2022 at 11:30 Hrs |

2. QUALIFICATION CRITERIA TO BE SATISFIED

- 2.1 The Qualification Criteria to be satisfied are given at **Annexure-I** enclosed.
- 2.2 Not Applicable
- 2.3 Not Applicable
- 2.4 In this Tender, **Joint Venture is not allowed.**
- 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. FORMAT AND CHECKLIST 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. CONTENTS OF TENDER DOCUMENT

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

PART - 1:- Technical Bid Packet

(Read with Correction Slips upto date)

- Section 1 Notice Inviting Tender and Instructions to Tenderers including Annexures
- Section 2 Tender and Contract Form. (Not applicable)
- Section 3 Special Conditions
- Section 4 Schedules A to F
- Section 5 Technical Specifications
- Section 6 Drawings

PART - 2:- Financial Bid Packet

Schedule of Quantities (Bill of Quantities)

PART-3: - General Conditions of Contract (GCC), July, 2019

Section 7 Conditions of Contract

Section 8 Clauses of Contract

Section 9 RITES Safety Code

Section 10 RITES Model Rules for Protection of Health and Sanitary Arrangements for Workers

Section 11 RITES Contractor's Labour Regulations

4.2 **Part-3: General Conditions of Contract** (compilation of sections 7 to 11) as also Correction Slips to GCC are available on RITES website www.rites.com under the link 'Tenders'.

4.3 Part-3 of the tender, i.e. General Conditions of Contract (Compilation of Sections 7 to 11) is not uploaded as a part of this tender document because as stated in sub-clause 4.2 above, the same is available separately on RITES' website and can be seen/downloaded from there. The bidder need not submit/upload 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 thereto and the same will be binding upon him. The successful bidder will be required to sign the complete tender document i.e. Part 1, Part 2, Part 3 and Correction Slips, if any, thereto.

5. 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 CPP Portal <https://etenders.gov.in/eprocure/app>.

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

5.3 REGISTRATION

a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrolment" on the CPP Portal which is free of charge.

b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f) Bidders can log in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/e-Token.

5.4 SEARCHING FOR TENDER DOCUMENTS

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective '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) Bidders should prepare the financial instruments of the Cost of Tender Documents and EMD as per the instructions specified in Clause 7.0 (f) hereinafter. The original should be posted/couriered/given in person to the concerned official, so as to reach him within a week from the date of opening. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. If the date of issue of DD/any other accepted instrument, physically sent, is on or before the bid submission end date, the same shall 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 white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- g) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- h) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 Bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid 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 1.6-Critical Date Sheet hereinbefore).

Request for clarifications including request for Extension of Time for submission of Bid, if any, must be received not later than 10 (ten) days prior to the deadline for submission of tenders. Details of such queries raised and clarifications furnished will be uploaded in CPP website <https://etenders.gov.in/eprocure/app> without identifying the names of the bidders who had

raised the queries. Any modification of the Tender Document arising out of such clarifications will also be uploaded on CPP website.

6. AMENDMENT OF TENDER DOCUMENT

6.1 Before the deadline for submission of tenders, the Tender Document may be modified by RITES Ltd. by issue of addenda/corrigendum.

6.2 Addendum/Corrigendum, if any, will be hosted on website <https://etenders.gov.in/eprocure/app> and shall become a part of the tender document. All tenderers are advised to see the website for addendum/corrigendum to the tender document which may be uploaded up to 7 (seven) 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 till one day before bid submission end date and time, as considered necessary by RITES. All tenderers are advised to see the website for extension of deadline for submission of tenders.

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

7. 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 July 2019' well before the deadline for submission of bids. The bids (Part-2 only) along with the information and documents specified in Clause 28 hereinafter, shall be submitted online following the instructions appearing on the screen.

Documents specified in Clause 28 of Section 1, Part-1 are required to be uploaded along with Part-2 (Financial Bid); the rest of Part-1 and the whole of Part-3 of the tender document need not be submitted online but it shall be deemed to have been submitted. Users are requested to map their system as per the System settings available on the link <https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page> on the CPP portal.

- b) After downloading/getting the tender document/schedules from <https://etenders.gov.in/eprocure/app> the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidders are advised that prior to bid submission they should read the bid submission manual available on CPP Portal <https://etenders.gov.in/eprocure/app?page=BiddersManualKit &service=page website>

- 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 & Bid Securing Declaration

During bid submission the bidder has to select the payment option as offline to pay the Cost of Tender Document and EMD and enter details of the instruments. In case of exemption from payment of cost of tender document and EMD as a matter of Govt. Policy, the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission. In case the bidder is registered as a vendor under the category of Micro and Small Enterprises (MSE), he must state his Udyog Aadhar Memorandum (UAM) number as registered on CPPP. The onus of proving that the bidder is exempted from payment of cost of tender document and/or EMD lies on the bidder. In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by RITES as a valid bid. If later, it is discovered from the uploaded documents that bidder is not exempted from payment of cost of tender and/or EMD, his bid shall be treated as non-responsive. It may be noted that the benefits under Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 are applicable to only Supply and Service Contracts.

i) Cost of Tender Document

The cost of tender document is **INR 2,500 (Rupees Two thousand Five Hundred only) including GST, which is non-refundable.** It shall be in the form of a Banker's Cheque/ Pay

Order/ Demand Draft favoring “RITES Limited.” issued by a scheduled commercial bank, payable at Gurugram / Delhi. No other mode of payment will be acceptable.

ii) Earnest Money deposit (EMD)

Earnest Money Deposit (EMD) – The bids shall be accompanied by total Earnest Money Deposit (EMD) INR 14,000/- (INR Fourteen Thousand only in the form specified in Clause 9 hereinafter.

Bidders are required to upload scanned copy of acceptable instruments for EMD and cost of Tender document in different files (Either in PDF or zip format) during on-line submission of Bid. **These documents shall be deposited in “ORIGINAL” in a sealed envelope within a week from the date of opening office of GM/Expotech RITES at following address:**

All communications related to this contract shall be addressed to:

Sh. A.K. Singh
General Manager
RITES Ltd., RITES Bhawan, Expotech Division, 2nd Floor, (Left Wing),
Plot No. 1, Sector-29, Gurugram – 122001 (Haryana), India.
Contact No. 0124-2818206
Email: anil.275@rites.com

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

- g) The bid should be submitted online in the prescribed format. No other mode of submission is accepted.
- h) Bid shall be digitally signed by the Authorized Signatory of the bidder and submitted “on-line”. No hard copies of the documents (except those specifically asked for in the tender document) are required to be submitted.
- i) The bidders will have to accept unconditionally the online user portal agreement which contains the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder.
- j) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the tender/bid document including terms and conditions without any exception and have understood the entire document and are clear about tender requirements which will be binding upon the bidder.

- k) The bidders are requested to submit the bids through online e-tendering system before the deadline for submission of bids (as per Server System Clock displayed on the portal). RITES will not be held responsible for any sort of delay or the difficulties faced during online submission of bids by the bidders at the eleventh hour.
- l) The bidder may seek clarification online only within the specified period. The identity of bidder will not be disclosed by the system. RITES Limited 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”
- m) All tenderers must quote in Indian Rupees (INR) only, failing which the offers are liable to be rejected.
- n) Tenderers are required to quote only one rate for each item/consignee in the prescribed fields of Financial Rate Page of e-tender form and nowhere else. In case, the tenderer quotes any rate/or any condition, which affects the all-inclusive rate in the Financial Rate Page, at any other place in the offer or in any document uploaded with their offer, then the rates mentioned in the Financial Rate Page will only be considered for determining inter-se ranking of the offer, unless otherwise specified in the tender document. Further, Purchaser reserves the right to consider such offers even as invalid offers and same are liable to be rejected.
- o) All the mandatory fields of the Techno Commercial Bid Details and Financial Rate Page have to be filled up by the tenderers. All-inclusive rate on FOR destination basis shall be automatically calculated by the system and same will be shown to the tenderers before submission of offer.
- p) The tenderers should quote their lowest possible price for each ‘unit’ specified in the "Tender Document” for the tendered item. Tenderers are not allowed to change the ‘unit’ of the tendered item and if they quote their price for any different ‘unit’, unless specified in the tender document, their offers are liable to be rejected.
- q) The quoted rate should be firm and not subject to any variation, unless specified in the tender documents. In case of deviation in this aspect, the offer will be treated as unresponsive and will be rejected.
- r) Wherever multiple consignees and multiple items are mentioned in the tender document, tenderers shall quote separately for each consignee and for each item, unless otherwise specified.

8. TENDER VALIDITY

8.1 The Tender shall be valid for a period of **90 days** from the due date for submission of Tender or any extended date as indicated in sub para below.

8.2 In exceptional circumstances, during the process of evaluation of tenders and prior to the expiry of the original time limit for Tender Validity, the Purchaser 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/execution of Bid Securing Declaration. 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 (if applicable) for the period of the extension.

9. EARNEST MONEY

9.1 The Tender should be accompanied by earnest money of **INR 14,000/-** (INR Fourteen Thousand only in any one of the following forms:

Banker's Cheque/Pay Order/Demand Draft issued by any Scheduled Commercial Bank drawn in favor of RITES Limited and payable at Gurugram / Delhi.

There shall be no exemption from submission of EMD for any tender or by any tenderer except following:-

- i. Micro and Small Enterprises (MSEs) having current and valid registration for the tendered item with any of the agencies as under:-
 - (a) District Industries Centers, (b) Khadi and Village Industries Commission, (c) Khadi and Village Industries Board, (d) Coir Board, (e) National Small Industries Corporation (NSIC), (f) Directorate of Handicraft and Handloom & (g) Any other body specified by Ministry of MSME.

Note: Trading enterprises are not covered under the definition of Micro and Small Enterprises. **Only MSEs who are having valid Udyog Aadhar Memorandum will be eligible for exemption from payment of EMD.**

Vendors availing exemption of EMD shall submit a declaration in the format given in Annexure XII, failing which bid will be summarily rejected.

9.2 Any Tender not accompanied by scanned copies of the instruments for payment of cost of tender document in an acceptable form and the scanned copy of Bid Securing Declaration shall be rejected by the Purchaser as non-responsive.

9.3 Refund of Earnest Money

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

9.4 The Earnest Money is liable to be forfeited

- a) If after bid opening, but before expiry of bid validity or issue of Purchase Order, whichever is earlier, any Tenderer

- i) Withdraws his tender; or
 - ii) Makes any modification in the terms and conditions of the tender which are not acceptable to the Purchaser.
- b) In case any information/document which may result in the tenderer's disqualification is concealed by the Tenderer or any statement/information/document furnished by the Tenderer or issued by a Bank/Agency/Third Party and submitted by the tenderer, is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party.
- c) In the case of a Successful Bidder, if the Tenderer fails to furnish the Performance Guarantee within the period specified under Clause 17 (a) of Section-3 of this tender document - Special Conditions.
- d) In case of execution of Bid Securing Declaration as prescribed hereinabove, the Tenderer shall not be allowed to participate in the retendering process of the work.

10. 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.in banning of tenderer.
- 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 E-procurement portal and upload / re-submit digitally signed modified bid.
- 10.5** For withdrawal of bid, bidder has to click on withdrawal icon at E-procurement portal and can withdraw its E-bid.
- 10.6** After the bid submission on the portal, an acknowledgement number will be generated by the system which should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening.

- 10.7** The time settings fixed in the server side & displayed at the top of the tender site, will be valid for bid submission, in the e-tender system. The bidders should follow this time during bid submission.
- 10.8** All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & will not be viewable by any one until the date & time specified for bid opening.
- 10.9** The bidder should logout of the tendering system using the normal logout option available in the portal and not by selecting the (X) exit option in the browser.

11. AUTHORITY TO SIGN

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

11.1 Points to be kept in mind while preparing the bid

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

- i. There shall be no additions or alterations except those to comply with the instructions issued by the Purchaser 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 Purchaser 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 Purchaser, 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 Purchaser 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 Purchaser, 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 with the Purchaser, in the Format at Annexure-VI. The Integrity Pact enclosed as Annexure-VI will be signed by RITES for and on behalf of Purchaser as its Agent/Power of Attorney Holder at the time of execution of Agreement with the successful Bidder. While submitting the Bid, the Integrity Pact shall be signed by the duly authorized signatory of the Bidder/Lead Member of JV. In case of failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.
- (ii) In case of any contradiction between the Terms and Conditions of the Bid Document and the Integrity Pact, the former will prevail.

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

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

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

~~If Yes, Name and Address of the Independent External Monitor:~~

~~(In case estimated cost put to tender is above Rs. 10 Crore or more)~~

~~The following independent external monitors who have been appointed by the Central Vigilance Commission, shall monitor implementation of IP~~

~~Name and Address of IEM 1~~

~~Sh Aditya Prakash Mishra, IRSE (Retd.) Flat No. 24, ASTER-1, Vatika City, Sohna Road, Sector-49, Gurgaon-122003.~~

~~Name and Address of IEM 2~~

~~Sh Abhay Kumar Khanna, IRAS (Retd.), S-410, UGF, GK II, New Delhi-110048.~~

~~Complaints arising from tendering process shall be, as far as possible, referred to both the IEMs for their joint investigation and recommendation.~~

~~Name, Designation and Address of~~ Shri Alok Garg, ED (HW&P), RITES Ltd, Plot no 1,
~~RITES' Liaison Officer~~ RITES Bhawan, Sector 29, Gurgaon 122001.

11.2B The Guidelines on Banning of Business Dealings as per Annexure-A to Annexure-VI are applicable to all contracts.

12. TENDER OPENING, EVALUATION AND CLARIFICATIONS

12.1 The Purchaser will open all the Tenders received, in the presence of the Tenderers or their representatives who choose to attend on **28.04.2022 at 11.30 Hrs** in the office of **General Manager, Expotech Division, RITES Limited, Shikhar, 2nd Floor, Plot No.1, Sector 29, Gurgaon – 122001, Haryana, INDIA**. In the event of the specified date of the opening being declared a holiday by the Purchaser, the Tenders will be opened at the appointed time and location on the next working day.

12.2 Opening of bids will be done through online process. RITES reserves the right to postpone or cancel a scheduled bid opening at any time prior to its opening. Information of the same will be displayed at <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 bid opening, each bidder will be able to view on-line through CPPP, the technical bids of the bidders who have participated in the tender and whose bids have been opened.

- 12.4** Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet unless the same is extended. On completion of Technical Bid Opening, each bidder will be able to view the technical bid documents of the bidders whose bids have been opened. Similarly, on the completion of Financial Bid Opening each bidder will be able to view the Financial as well as technical bid documents of the bidders whose bids have been opened.
- 12.5** RITES shall subsequently examine and evaluate the bids in accordance with the provision set out in the tender document.
- 12.6** The results of technical and financial qualification of bidders will be available on the CPP Portal at <https://etenders.gov.in/eprocure/app> and intimated to the bidder through system generated email or SMS.
- 12.7** It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.
- 12.8** The bids will be evaluated for qualification criteria as mentioned in Clause 2 hereinbefore read in conjunction with provisions of sub-clause 12.15. RITES shall not be responsible for any postal delay in receipt of all original documents including the cost of tender document and EMD.-In case of non-receipt of these documents in original within the 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

Envelope1 containing scanned copy of Bid Securing Declaration 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 Bid Securing Declaration 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 Bid Securing Declaration. The Envelope 2 containing Technical Bid and Envelope 3 containing Financial Bid of other Tenderers who have furnished scanned copies of

Bid Securing Declaration and cost of Tender document as per tender stipulations will then be opened.

12.13 TWO PACKET SYSTEM – Not Applicable

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

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

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

i. Definitions:

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

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

‘Class-II local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, 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 activities solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

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

‘Procuring entity’ means RITES Limited

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

ii. Eligible bidder in this tender: *' Class-I local supplier'/'Class-II local supplier'/'Non-local suppliers

*(strike out whichever is not applicable)

iii. Purchase Preference

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

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

(ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on the L1 bidder.

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

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

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

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

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

- iv. **Applicability of Purchase preference** in this tender as per Para ~~3(a)~~/3(b)
- v. **Type of this Tender/Work: Goods/~~services/works~~**
- vi. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%
- vii. **The minimum local content for this tender shall be - 50%**
- viii. **Verification of local content:**
 - a) The 'Class-I local supplier / Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the items offered meets the local content requirement for 'Class-I local supplier/class-II local supplier as the case may be. They shall also give details of the locations(s) at which the local value addition is made
 - b) In cases of procurement for a value in excess of Rs. 10 crores the Class-I local supplier /Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c) In case of false declaration by Class-I local supplier/Class-II local supplier or submission of the false certificate, Banning of Business Dealings shall be done with defaulter as per the Guidelines given in Sub Clause 11.2B.

12.16 PUBLIC PROCUREMENT POLICY FOR GOODS PRODUCED AND SERVICES RENDERED BY MICRO AND SMALL ENTERPRISES (MSES):

- a) As per the extant Public Procurement Policy of the Government of India, Micro and Small Enterprises (MSEs) having current and valid registration for the tendered item with any of the below specified agencies are entitled for benefits and preferential treatments specified in Para d below. MSEs who are interested in availing themselves of these benefits must upload with their offer, the proof of their being MSE registered with any of the agencies mentioned in the notification of the Ministry of MSME (Udyog Aadhar Memorandum) as indicated below:
 - i) District Industries Centers
 - ii) Khadi and Village Industries Commission
 - iii) Khadi and Village Industries Board
 - iv) Coir Board
 - v) National Small Industries Corporation
 - vi) Directorate of Handicraft and Handloom
 - vii) Any other body registered with MSME

Note: Trading enterprises are not covered under the definition of Micro and Small Enterprises.

- b) The MSEs must also indicate the terminal date of validity of their registration.
- c) Non compliance of requirements of para (a) and (b) above, such offers will not be liable for consideration of benefits detailed in para (d) given below.

- d) MSEs registered with any of the agencies mentioned in para (a) are entitled for the following benefits provided they submit a valid Udyog Aadhar Memorandum:
- i) MSEs registered with any of the agencies for the item tendered will be exempted from payment of Earnest Money.
 - ii) In tenders, participating MSEs quoting a price within price band of L1 + 15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 price, in a situation where L1 price is from someone other than a MSE and such MSEs can be together ordered up to 25% value out of the net procurement quantity.
 - iii) A minimum of 4% of total procurement, within the 25% earmarked for MSEs will be from MSEs owned by Scheduled Caste/ Scheduled tribe (SC/ST) Entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet tender requirements and L-1 price, 4% earmarked from MSEs owned by Scheduled Caste/ Scheduled Tribe (SC/ST) Entrepreneurs be met from other MSEs.
 - iv) A minimum of 3% of total procurement, within the 25% earmarked for MSEs will be procured from women owned MSEs.
 - v) In case tendered item is non-splitable or non-divisible, etc. Purchaser may award the full/complete supply of total tendered value to MSE quoting price within price band L1+15%, considering spirit of policy for enhancing the Govt. procurement from MSE.

Traders and agents are not eligible to avail the benefits extended under the Public Procurement Policy for MSEs.

- e) An MSE shall be considered as that owned by SC/ST in following cases:
- i) In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
 - iii) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- f) In case, the tenderer is a Micro or Small Enterprises (MSE), the tenderer shall also furnish the following details in their offer:
- i) The category of the tenderer:
 - a) Whether vendor is Micro Enterprise or
 - b) Whether vendor is Small Enterprise.
 - ii) Each of the above categories must further mention the sub-classification whether the tenderer is an enterprise -
 - a) Owned by Scheduled Castes (SC)
 - b) Owned by Scheduled Tribes (ST)
 - c) Owned by women entrepreneurs
 - d) Owned by other than the above three categories.
 - iii) Confirm the following:
 - a) Whether documentary proof of being registered with any of the specified agencies indicated in Para 13(a) above has been submitted with their offer.

- b) Whether the terminal date of validity of the registration with the specified agencies has been indicated in their offer.
- g) In case, the tendered item is restricted for placement of bulk orders on approved sources, then the criteria for placement of orders on MSEs under the Public Procurement Policy for MSEs will additionally require that the MSE firms are one of the valid approved sources for the tendered item.
- h) The tenderers who are large Scale vendors of Railway Units or who come under consortia of MSEs (as vendors to Railway Units) formed by NSIC, are also required to upload with their offers, the procurement and percentage of sub-contract to be made from MSEs for goods to be supplied against this tender, and also furnish the details as in para 6 above for the portion sub- contracted to MSEs.

13. INSPECTION OF SITE BY THE TENDERERS

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders, as to the nature of the ground and sub-soil (as far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their Tender. A Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc. will be issued to him by the Purchaser and local conditions and other factors having a bearing on the execution of the work. The bidders may contact of **General Manager, Expotech Division, RITES Limited, RITES Bhawan-1, 2nd Floor, Plot No. 1, Sector 29, Gurgaon – 122001, Haryana, INDIA** regarding inspection of site.

14. PURCHASER'S RIGHT ON ACCEPTANCE OF ANY TENDER

- (i) If required, the Purchaser 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 Purchasers request for clarification, such Tender is likely to be rejected.
- (ii) The competent authority on behalf of the Purchaser 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. 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. PURCHASER'S RIGHT TO ACCEPT WHOLE OR PART OF THE TENDER

The competent authority on behalf of the Purchaser 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. MISCELLANEOUS RULES AND DIRECTIONS

- 17.1 The Tenderer shall not be permitted to tender for **Works / Supply** if his near relative is posted as Associated Finance Officer between the grades of AGM(F) and JM(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 Purchaser. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the organization of the Purchaser. Any breach of this condition by the Tenderer would render his Tender to be rejected.

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

- 17.2 If required by the Purchaser, the Tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful Tenderers shall return all the drawings given to them.
- 17.3 In the case of any Item rate tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the Tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
- 17.4 Price/rates quoted by the contractor in respect of the contract shall be after considering all input credits and inclusive of all taxes and cess etc. other than GST on Contract Price. The GST leviable on Contract Price shall be paid in addition to the Contract Price as mentioned below.

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

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

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

Regarding payment of GST to the contractor, the decision of Engineer-in-Charge shall be binding on the contractor.

- 17.5 Each Bidder shall submit only one Bid either as an individual or as a Proprietor in a Proprietary firm or as a Partner in a Partnership firm or as a Director of a Limited Company/Corporation or as a Partner in a Joint Venture. Any Bidder who has submitted a Bid for a work, shall not be a witness for any other Bidder for the same work. Failure to observe the above stipulations would render all such Tenders submitted as a Bidder and/or as a witness, liable to summary rejection.
- 17.6 The Contractor shall be fully responsible for all matters arising out of the performance of the Contract and shall, at his own expense, comply with all laws/acts/enactments/orders/regulations/obligations whatsoever of the Government of India, State Government, Local Body and any Statutory Authority.
- 17.7 In case the bidder does not quote his rate for any item(s) in Item Rate Tender or Mixed Tender containing one or more Item Wise Schedules, it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as Zero and the tender will be evaluated by the Purchaser accordingly and the work executed by the successful bidder accordingly.
- 17.8 In case of credit items/recovery items/deduction items for which the bidder has to pay the amount to RITES/Purchaser, the rate quoted by the bidder shall be taken as negative (bidder is allowed to make positive entry only) and the negative amount so calculated shall be considered to work out the total bid amount.

18. PURCHASE ORDER (PO)

- 18.1 The Tenderer whose tender has been accepted will be notified of the award by the Employer by issue of a Purchase Order (PO) of offer prior to expiration of the Bid Validity period.

The Purchase Order (PO) will be sent to the Contractor in two copies one of which he should return promptly, duly signed and stamped. The Purchase Order (PO) will be a binding Contract between the Employer and the Contractor.

18.2 Within the period, as specified under Clause 17 (a) of Section-3 of this tender document - Special Conditions, from the date of issue of Purchase Order (PO), the successful Tenderer shall submit the Performance Guarantee to the Employer.

18A Amendment to Purchase Order (PO)

The conditions and clauses of the Purchase Order (PO) cannot be varied except through a written Amendment of PURCHASE ORDER (PO) with mutual consent of both the parties.

19. PRE-QUALIFICATION PROFORMA

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

20. BRIEF NOTICE INVITING E-TENDERS

General Manager of Expotech Division, RITES Limited Invites on line - 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 | Bid Securing Declaration | Period of Completion | Last Date & time of submission of bid, and other Documents as specified in NIT | Time & Date of opening of bid |
|--------|--|--|---|--------------------------|----------------------|--|-------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 1 | TENDER NO. RITES/EXPO/SLR/2013-56/Dynamic Brake Grid /02 | “Manufacture and Supply of 02 sets of Dynamic Brake Grid Resister to BLW Drawing no. EL/P7/0631 (BLW Part No. 12242883) for Diesel Locomotives” | INR 2,500 (Rupees Two thousand five Hundred only) | As per Annexure XII | 60 Days | 27.04.2022 at 11:00 Hrs. | 28.04.2022 at 11:30 Hrs. |

21. 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. 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. 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. The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:

a) The bidder is found ineligible.

- b) The bidder does not upload all the documents (including GST registration) as stipulated in the bid document including the undertaking about deposition of physical EMD and Cost of Tender Document of the scanned copy of EMD and Cost of Tender Document uploaded.
 - c) 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.
 - d) The bidder does not deposit physical instruments of EMD and Cost of Tender Document within a week of opening of technical bid.
25. 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=pagebidders> manual kit.
26. The intending bidder must have valid Class-III digital signature to submit the bid.
27. On opening date, the bidder can login and see the bid opening process. After opening of bids he will be able to view competitor bid documents.
28. **List of Documents to be scanned and uploaded within the period of bid submission (as applicable):-**
1. Banker's Cheque/ Pay Order/ Demand Draft towards cost of Tender Document in accordance with Clause 7.0(f) hereinbefore OR Document in support of exemption from payment of cost of Tender Document and Udyog Aadhar Memorandum (UAM) number.
 2. Bid Securing Declaration in the format given in Annexure XII.
 3. Authority to Sign (Power of attorney) in the format given at Annexure-III.
 4. RTGS/NEFT details as per Annexure-VII.
 - ~~5. Self-attested copy of Documents in support of meeting the criterion of Annual Financial Turnover in accordance with Para 1 of Annexure I.~~
 6. Self-attested copy of Certificates in support of meeting the criterion of Similar Work Experience in accordance with Para 1(a) of Annexure I.
 7. Details of Similar Work completed in the format given at Performa 1 in Annexure I.
 - ~~8. Self-attested copy of Certificates in support of meeting the criterion of Construction Experience in key activities/specified components in accordance with Para 2(b) of Annexure I.~~
 - ~~9. Self-attested copy of Documents (Audited Balance Sheets, Profit & Loss Statements and Auditor's Reports) in support of meeting the Profitability criterion in accordance with Para 4 of Annexure I.~~

- ~~10. Self-attested copy of Documents in support of meeting the criterion of Net Worth in accordance with Para 5 of Annexure I.~~
11. Declaration by the Bidder in the format given in Proforma 3 of Annexure I.
- ~~12. Integrity Pact as per Annexure VI.~~
13. Self-attested copy of Guidelines on Banning of Business Dealings as per Annexure-A.
14. Annexure IX (Pre-Qualification Proforma) with supporting documents duly filled in.
- ~~15. Self-attested copy of a certificate, confirming that the applicant is working contractor or has executed any work within the last five years reckoned from the date of opening of tender, issued by Railways, CPWD, MES, DOT, RITES, State PWD or any other Central/State Government Undertaking, Municipal Body of Central/State Government or Public Limited Company listed in Stock Exchange in India & Abroad.~~
16. Self-Attested Copy of Partnership Deed/Memorandum and Articles of Association of the firm.
17. Self-Attested copy of Corrigendum(s), if any.
18. Self-attested copy of any other document if specified in the correction slips to the Tender Document.
- ~~19. Self-certified copy of the Joint Venture Agreement/Memorandum of Understanding as per Annexure II & Annexure IV (where Joint Venture is allowed).~~
- ~~20. Power of Attorney in favour of Lead Member as the Lead Member of JV executed by the authorized representatives of all the members of JV (where Joint Venture is allowed).~~
- ~~21. Self-attested copy of a certificate, confirming that the Partners including Lead Partner duly signed by the Authorized representative of each Partner/Member of Joint Venture is a working contractor or has executed any work within the last five years reckoned from the date of opening of Tender, issued by Railways, CPWD, MES, DOT, RITES, State PWD or any other Central/State Government Undertaking, Municipal Body, Autonomous Body of Central or State Government or Public Limited Company listed on NSE/BSE (where Joint Venture is allowed).~~
22. Self-attested copy of GST Registration Certificate (As applicable).
23. Self-certification that the items offered meets the local content requirement./a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of suppliers other than companies) (in cases of procurement for a value in excess of Rs 10 Crores) giving the percentage of local content.

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

- 29. List of Documents to be submitted physically by Lowest (L1) Bidder within week of the opening of Financial Bid (As Applicable):**
1. Self-attested copy of PAN/TAN issued by income Tax Department
 2. Self-attested copy of registration under Labour Laws like PF, ESI etc.
 3. Self-attested copy of ISO 9000 Certificate. (if any)
 4. Self-attested copies of all the documents specified in Clause 28 above.
30. RITES Limited may approach any Bank, Individual, Purchaser, 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.~~

ANNEXURE–I -QUALIFICATION CRITERIA

QUALIFICATION CRITERIA

1. QUALIFICATION CRITERIA

- a) The firm should be either OEM or an authorized dealer of the OEM. In case the firm is authorized dealer of the OEM, it should submit authorization certificate as proof along with contact details (address, phone no., fax, email) of OEM.
- b) The firm should be RDSO/DLW/IR PUs approved source and have experience of doing similar type of supplies in Indian Railway/ International Railways / PUs / PSUs. The firm shall submit proof/ supporting document in this regard.

1.0 Work Experience

a) Similar Work Experience

The Bidder should have satisfactorily completed in his own name at least one similar work of minimum value of Rs. 11,20,000/- (Indian Rupees Eleven Lakh Twenty thousand only)

OR

At least two similar works each of minimum value of Rs. 7,00,000/- (Indian Rupees Seven Lakh only)

OR

At least three similar works each of minimum value of Rs. 5,60,000/- (Indian Rupees Five Lakh Sixty Thousand only) during the last 5 (five) years prior to the last stipulated date for submission of the Bid. Works completed prior to the cut-off date shall not be considered.

b) Similar Works

Similar Works shall mean the work of “manufacturing & supply of Dynamic Brake Grid Assembly/Resister for Diesel Locomotives” carried out in India under a single contract (including additional work carried out under the contract). The firm shall submit proof/ supporting document in this regard.

Note:

- 1) In support of having completed above works, attach self-attested copies of the completion certificate from the owner/client or Executing Agency/Consultant appointed by Owner/Client indicating the name of work, the description of work done by the Bidder, date of start, date of completion (contractual & actual) and contract value as awarded and as executed by the Bidder. “Contract Value” shall mean gross value of the completed work including cost of materials supplied by the Owner/Client but excluding those supplied free of cost.
- 2) Credential certificates issued by Government Organizations/Semi Government Organizations of Central or State Government; or by Public Sector Undertakings / Autonomous Bodies of Central / State Government or their subsidiaries/by Public Ltd. Companies listed in Stock exchange in India or Abroad or subsidiaries of such companies shall only be accepted for assessing the eligibility of a Tenderer. ~~Certificates~~

~~issued by one of the aforesaid organizations as a lead member (having equity stake of 51% or more) of a Joint Venture (JV) for a work executed for the JV, will also be acceptable.~~ In case of PPP projects, if the bidder has executed a work for a concessionaire who is one of the aforesaid organizations, then the certificate issued by such concessionaire or by the public authority concerned, will also be acceptable.

- 3) In case of a Certificate from a Public Limited Company or its subsidiary, the Bidder should also submit documentary proof that the Public Ltd. Company was listed in Stock Exchange in India or Abroad when the work was executed for it.
- 4) Information must be furnished for works carried out by the Bidder in his own name or proportionate share as member of a Joint Venture. In the latter case details of contract value including extent of financial participation by partners in that work should be furnished.
- 5) If a Bidder has got a work executed through a Subcontractor on a back to back basis, the Bidder cannot include such a work for his satisfying the Qualification Criterion even if the Client has issued a Completion Certificate in favour of that Bidder.
- ~~6) Use a separate sheet for each partner in case of a Joint Venture.~~
- 7) Only similar works completed during the last 5 years prior to the last stipulated date for submission of Bid, which meet the Qualification Criterion need be included in this list.

2. DISQUALIFICATION ON CERTAIN GROUNDS

Even though the Bidders may meet the above qualification 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 Para9.4 of Instructions to Tenderers, the Bidder is liable to face the penalty of banning of business dealings with him by RITES.
- b) Records of any contract awarded to them, having been determined during the past three years prior to the dead line for submission of bids.
- c) Been declared as Poor Performer by RITES and their name is currently in the 'Negative List' of RITES.
- d) Their business banned or suspended by any Central/State Government Department/ Public Undertaking or Enterprise of Central/State Government and such ban is in force.
- e) Not submitted all the supporting documents or not furnished the relevant details as per the prescribed format.

A declaration to the above effect in the form of affidavit on stamp paper of Rs.10/-duly attested by Notary/Magistrate should be submitted as per format given in Proforma3 enclosed.

Proforma - 1

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

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

Note:

1. In support of having secured and completed above works, attach **self-attested copies of the LOA / Purchase Order and completion certificate / Receipt Note** 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.
2. Only similar works completed during the last 05 years prior to the last stipulated date for submission of Bid, which meet the Qualification Criterion need be included in this list.
3. Only those works mentioned in Annexure IX shall be given in this PROFORMA.

Proforma – 2- SOLVENCY CERTIFICATE FROM A NATIONALIZED OR A SCHEDULED BANK –

Not Applicable

Proforma-3 - DECLARATION BY THE BIDDER

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

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

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

~~*Delete whichever is not applicable~~

- x) We understand that in case any information/ document which may result in our disqualification

is concealed by us or 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.

SEAL, SIGNATURE & NAME OF THE BIDDER
Signing this document

ANNEXURE II - DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE JOINT VENTURE

Not Applicable

ANNEXURE –III - FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY

POWER OF ATTORNEY

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

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

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

Dated this the _____ day of _____ 20

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

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

(* Strike out whichever is not applicable)

Seal of firm/ Company

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

Notes:

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

**ANNEXURE - IV - FORMAT FOR POWEROF ATTORNEY TO LEAD MEMBER OF JOINT VENTURE - Not
Applicable**

ANNEXURE – V - FORM OF AGREEMENT - Not Applicable

ANNEXURE – VI - INTEGRITY PACT

Not Applicable

ANNEXURE – 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

- 2.1 The procedure of (i) Suspension and (ii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.2 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor/inadequate performance or for any other reason.
- 2.3 The banning shall be with prospective effect, i.e. future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Bidder/Contractor/Supplier' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
- a) The Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, RITES shall be the 'Appellate Authority' in respect of such cases.
 - b) CMD, RITES shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iii) 'Investigating Department' shall mean any Department, Division or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- iv) 'Banning Committee' shall mean a Committee constituted for the purpose of these

guidelines by the competent authority. The members of this Committee shall not, at any stage, be connected with the tendering process under reference.

4. Initiation of Banning/Suspension

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

5. Suspension of Business Dealings

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

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

5.2 As far as possible, the existing contract(s) with the Agency may be continued unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

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

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director/Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RITES, during the last five years;

- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.;
- 6.4 If the Agency employs a public servant dismissed/removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.5 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.6 In case any information/document which may result in the tenderer's disqualification is concealed by the Tenderer or any statement/information/document furnished by the Tenderer or issued by a Bank/Agency/third party and submitted by the tenderer, is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party.
- 6.7 If the Agency uses intimidation/threatening or brings undue outside pressure on the Company (RITES) or its official in acceptance/performances of the job under the contract;
- 6.8 If the Agency indulges in repeated and/or deliberate use of delay tactics in complying with contractual stipulations;
- 6.9 Based on the findings of the investigation report of CBI/Police against the Agency for malafide/unlawful acts or improper conduct on his part in matters relating to the Company (RITES) or even otherwise;
- 6.10 Established litigant nature of the Agency to derive undue benefit;
- 6.11 Continued poor performance of the Agency in several contracts;
(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

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

8. Show-cause Notice

- 8.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 30 days a written statement in its defense. 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 is decided to ban business dealings, the period for which the ban would be operative may be mentioned.

9. Appeal against the Decision of the Competent Authority

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

10. Review of the Decision by the Competent Authority

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

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

- 11.1 Depending upon the gravity of misconduct established, the Competent Authority of RITES may circulate the names of Agency with whom business dealings have been banned, to the Ministry of Railways and PSUs of Railways, for such action as they deem appropriate.
- 11.2 If Ministry of Railways or a Public Sector Undertaking of Railways request for more information about the Agency with whom business dealings have been banned a copy of the report of Inquiring Authority together with a copy of the order of the Competent

Authority/Appellate Authority may be supplied.

12. Restoration

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

ANNEXURE – VII - MANDATE FORM**RITES Limited**

.....

.....

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

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

(TO BE FILLED IN CAPITAL LETTERS)

| | | |
|---|--|---|
| 1 | NAMEOFTHEBENEFICIARY | |
| 2 | ADDRESSWITHPINCODE | |
| 3 | (A)TELEPHONENO.WITHSTDCODE | |
| | (B)MOBILENO. | |
| 4 | BANKPARTICULARS | |
| A | BANKNAME | |
| B | BANKTELEPHONENO.WITHSTDCODE | |
| C | BRANCHADDRESSWITHPINCODE | |
| D | BANKFAXNO.WITHSTDCODE | |
| E | 11CHARACTER IFSCCODEOFTHEBANK(EITHER ENCLOSEA CANCELLEDCHEQUEOROBTAINBANK CERTIFICATEASAPPENDED) | |
| F | BANKACCOUNTNUMBERASAPPEARINGINTHE CHEQUEBOOK | |
| G | BANKACCOUNTTYPE(TICKONE) | SAVING / CURRENT / LOAN CASH CREDIT / OTHERS |
| H | IFOTHERS,SPECIFY | |
| 5 | PERMANENTACCOUNTNUMBER(PAN) | |
| 6 | E-MAILADDRESS | |

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 Limited 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 - Not Applicable

ANNEXURE – IX - PRE-QUALIFICATION PERFORMA

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

Documents to be submitted along with Tender Documents (as applicable):

| S. No. | Particular | Documents placed at: | Remarks |
|--------|---|----------------------|---------|
| 1 | Declaration by the Bidder as per Proforma-3 | | |
| 2 | Self-attested copy of Partnership Deed/Memorandum and Articles of Association of the Firm | | |
| 3 | Self-attested copy of Written Power of Attorney of the signatory of the Tender on behalf of the tenderer. (Annexure-III or Annexure IV as applicable) | | |
| 4 | Self-attested copy of a certificate, confirming that the applicant is working contractor or has executed any work within the last five years reckoned from the date of opening of tender, for Railways, CPWD, MES, DOT, RITES, State PWD or any other Central/ State Government Department, Central/ State Government Undertaking or their subsidiaries, Municipal Body, Autonomous Body of Central/State Governments or Public Limited, Companies listed on Stock Exchange in India or Abroad or subsidiaries of such companies | | |

| | | | |
|----|---|--|--|
| 5 | List of similar work satisfying qualification criterion completed during the last 5 years as per Proforma-1 | | |
| 6 | Integrity Pact as per Annexure VI | | |
| 7 | Self-attested copy of Guidelines on Banning of Business Dealings as per Annexure-A | | |
| 8 | Self-attested copy of Corrigendum/Minutes of Pre-Bid Meeting , if any. | | |
| 9 | RTGS/NEFT details as per Annexure-VII | | |
| 10 | Self-attested copy of GST Registration Certificate | | |
| 11 | Self certification that the items offered meets the local content requirement./ a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of suppliers other than companies) (in cases of procurement for a value in excess of Rs 10 Crores) giving the percentage | | |
| 12 | Declaration in the format given in Annexure XII. | | |

ANNEXURE – X - List of 60 districts covered under IAP - Not Applicable

Not Applicable

ANNEXURE -XI - Format for Performance Bank Guarantee

In consideration of the “Purchaser”, having agreed under the terms and conditions of contract made vide his Purchase Order (PO) No.-----dated -----between ----- the RITES Ltd. and ----- (hereinafter called “Contractor”) for the work -----(herein after called the said “Contract”), the Contractor having agreed to production of a irrevocable Bank Guarantee for Rs. - - - - - (Rupees - - - - - Only) as a Security/Guarantee for compliance of his obligations in accordance with the terms and conditions in the said Contract,

1. We ----- (indicate the name of the Bank) (hereinafter referred to as "Bank" hereby undertake to pay to the RITES Ltd., an amount not exceeding Rs. ----- -- (Rupees -----only) on demand by RITES Ltd.
2. We -----(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from RITES Ltd. stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.----- (Rupees -----only).
3. We, the said Bank, further under take to pay to RITES Ltd., any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating there to, our liabilities under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.
4. We - - - - - (Indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all dues of RITES Ltd. of the said Contract have been fully paid and its claims satisfied or discharged or till RITES Ltd. certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee.
5. We ----- (indicate the name of the Bank) further agree with RITES Ltd. that RITES Ltd. shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by RITES Ltd. against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Purchaser or any indulgence by RITES Ltd. to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or of the Contractor.
7. This Guarantee will neither be cancelled nor revoked by the bank without the written authorization of the beneficiary (RITES Ltd.). For this purpose, the beneficiary would inform the Bank of their authorized signatories together with the specimen signatures.

8. This Guarantee shall be valid up to -----unless extended on demand by RITES Ltd. notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs... ----- (Rupees ----- Only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.

Dated the ----- day of -----

for -----

(indicate the name of the Bank)".

Note : To be put in sealed cover by Bank and addressed to the concerned officer of RITES Ltd.

Annexure XII**DECLARATION BY THE BIDDER****Bid Security Declaration to be signed by the bidders availing exemption from Submission of EMD**

Ref: Annexure A to the Railway Board notification no. 2004/RS(G)/779/11/Pt. dated 23/12/2019

“I/We certify that my/our offer is eligible for exemption from submission of Bid Security / Earnest Money Deposit, in terms of the tender conditions.

In case my/our claim to exemption from submission of Bid Security / Earnest Money Deposit is not found valid as per terms of the tender, I/we understand and accept that Railways has unquestionable right to summarily reject my bid and my offer shall not be considered for ordering.

Further, I/we hereby understand and accept that if I/we withdraw or modify my/our bids during the period of validity, or if I/we are awarded the contract and on being called upon to submit the Performance Security / Security Deposit, fail to submit Performance Security / Security Deposit before the deadline defined in the request for bid document / Notice Inviting Tender, I/we shall be debarred from exemption of submitting Bid Security / Earnest Money Deposit and performance security / security deposit for a period of six months from the date I/we are declared disqualified from exemption from submission of EMD/SD, for all tenders for procurement of goods issued by any unit of Indian Railway published during this period.”

SEAL, SIGNATURE & NAME OF THE BIDDER**Signing this document**

SECTION – 2 - TENDER AND CONTRACT FORM FOR WORKS - Not Applicable

Not Applicable



SECTION – 3 - SPECIAL CONDITIONS

Special Conditions will be applicable for this Contract. Wherever there is a conflict between the RITES' General Conditions of Contract (GCC) (Part 3 of the Tender Document) and the Special Conditions as per this Part 1 Section 3 of the Tender Document, provisions given in the Special Conditions will apply overriding the provision in the GCC.

1. DEFINITIONS AND INTERPRETATION:

- i) The “Purchaser” means RITES Limited, Gurgaon (A Government of India Enterprise) having its Registered Office at SCOPE Minar, Laxmi Nagar, New Delhi-110092 and Corporate Office at RITES Bhawan, No 1, Sector-29, Gurgaon – 122001, acting through the Executive Director, I/C Sri Lanka Cell of Expotech Division, 2ndFloor,Plot No. 1, Sector 29 Gurgaon - 122001, Haryana, INDIA
- ii) “Purchase Officer” means the officer signing the acceptance of bid and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;
- iii) The “Contractor” means the person, firm or company with whom the order or contract for the supply is placed and shall be deemed to include the Contractor’s successors (approved by the Purchaser), representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract;
- iv) The “Sub-Contractor” means any person, firm, or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the stores;
- v) “Contract” means and includes the Notice Inviting Tender, Instructions to Tenderers, Bid, Acceptance of Bid, General Conditions of Contract, Special Conditions, Bill of Quantity, Particulars and the other conditions specified in the acceptance of bid and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
- vi) The “Parties” to the contract are the Purchaser and the Contractor, as defined in Clauses 1(i) and 1(iii);
- vii) “Purchase Order” (PO) of offer means the letter communicating to the successful bidder, the acceptance of his offer, subject to submission of Performance Guarantee;
- viii) “Consignee” means where the stores are required by the acceptance of bid to be dispatched by rail, road, air or sea, the person specified in the acceptance of bid to whom they are to be delivered at the destination; where the stores are required by the acceptance of bid to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other persons; and in any other case the person to whom the stores are required by the acceptance of bid to be delivered in the manner therein specified;

- ix) “Interim consignee” means the representative of the Purchaser to whom the material is delivered for onward dispatch to the consignee and does not include a carrier for the purpose of transmission of the stores to the consignee;
- x) “Ultimate consignee” means the actual intended recipient of a shipment, other than the agent or bank to whom it is originally consigned for collection purposes.
- xi) “Stores” means the goods specified in the contract which the Contractor has agreed to supply under the contract;
- xii) “Drawing” means the drawing or drawings specified in or annexed to the specifications;
- xiii) “Government” means the Central Government or a State Government as the case may be;
- xiv) The ‘Inspecting Officer’ means the person or organization, specified in the contract for the purpose of inspection of stores or works under the contract and includes his/their authorized representatives;
- xv) “Material” means anything used in the manufacturer or fabrication of the stores;
- xvi) “Particulars” include-
 - (a) Specifications;
 - (b) Drawings;
 - (c) “Proprietary mark” or “brand” means the mark or brand of a product which is owned by an industrial firm;
 - (d) any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract;
- xvii) “Site” means the place specified in the contract at which any work is required to be executed by the Contractor under the contract or any other place approved by the Purchaser for the purpose;
- xviii) “Test” means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;
- xix) The delivery of the stores shall be deemed to take place on delivery & commissioning (where ever applicable) of the stores in accordance with the contract, after approval by the Inspecting Officer if so provided in the contract to
 - (a) the consignee at his premises ; or
 - (b) where so provided, the interim consignee at his premises: or
 - (c) a carrier or other person named in the contract for the purpose of transmission to the consignee; or

- (d) the consignee at the destination station in case of contract stipulating for delivery of stores at destination station.

xx) Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.

2. SCOPE OF WORK

Scope of supply will consist of Supply and Application of following:-

| S. No. | Deliverable | Qty. |
|--------|--|--------------------------|
| 1 | “Manufacture and Supply of 02 sets of Dynamic Brake Grid Resister to BLW Drawing no. EL/P7/0631 (BLW Part No. 12242883) for Diesel Locomotives” | 02 sets (6 nos. per set) |

3. DELIVERY SCHEDULE:

Delivery Schedule for shall be as under:-

| S. No. | Deliverable | Qty. | Completion period |
|--------|--|---------|--------------------|
| i) | “Manufacture and Supply of 02 sets of Dynamic Brake Grid Resister to BLW Drawing no. EL/P7/0631 (BLW Part No. 12242883) for Diesel Locomotives” | 02 nos. | within D*+ 60 days |

*D is the date of placement of PO by RITES.

The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be of the essence of the contract and delivery must be completed no later than the date(s) so specified or extended.

4. TECHNICAL SUPPORT

- ~~a) Provision shall be made for extending technical support including support for Application and Testing.~~
- ~~b) Besides, commissioning support would be provided at Integral Coach Factory (ICF), Chennai~~

5. SPARE PARTS SUPPORT

- ~~a) The manufacturer shall guarantee to undertake to supply the spare parts necessary for the maintenance of the tendered item for 25 years.~~
- b) The manufacturer shall provide spare parts catalogue along with the supply of equipment.
- c) Pricelist of consumable spares and recommended critical items with part numbers shall be provided along with offer.

d) Price list of recommended tools for maintenance shall be provided.

6. TRAINING – Not Applicable

7. DELIVERY TERMS

F.O.R. destination (“Free delivery at consignee’s site” basis including all handling, loading & unloading, Packing, Freight and Insurance), stores should be booked on freight pre-paid basis with no liability at the consignee end.

8. CONSIGNEE / ULTIMATE CONSIGNEE

For Supplies and Application part:

Consignee: GM / RITES Chennai

9. PRICE AND TAXES:

Tenderers may keep in view the following while quoting the prices:-

- a) Tenderers should quote their rates for free delivery (Door Delivery) at premises of consignees as mentioned in the e-tender. Break up of such price must be given completely and unambiguously in the Financial Rate Page under Financial Bid Details of the e-tender form in the CPP Portal. In case the tenderers quote prices on ex-works or ex-godown basis, specific amount of freight charges must invariably be quoted instead of vague freight charges, such as ‘extra at actuals’.
- b) In case the tenderer does not specifically state anything about the place of delivery or does not quote freight charges in his offer/e-Bid, it shall be assumed that the tenderer shall bear the freight charges and that the offer is for free delivery at the destination, i.e., for door delivery at consignees’ premises as mentioned in the tender document. This assumption shall be final and binding on the tenderer and will not be subject to any legal dispute or arbitration in future.
- ~~c) Vendors shall quote for onsite comprehensive Annual Maintenance Contract for a period of 3 years after warranty period. However, the AMC charges quoted shall not form part of the evaluation of the tender.~~
- d) All tenderers shall quote in Indian Rupees (INR) currency only, failing which such offers are liable to be ignored.
- e) The rate or amount of taxes and duties, if any, must be spelt out clearly in the break-up to be furnished in the prescribed Financial Rate Page under Financial Bid Details of the e-tender form. Even where the rate or amount of taxes/duties included in the rate is Nil, this should be specifically stated in the offer.

- f) Packing and forwarding charges, wherever applicable, should be quoted clearly. Applicability of GST on the packing and forwarding charges shall be as per the GST Law.
- g) If there is any ambiguity in respect of rates of taxes and duties other than GST, if any, the purchaser shall evaluate the offers by taking into account the highest rate of such taxes and duties as known to the purchaser for determining the inter-se ranking of the offers. Purchaser's decision in this regard shall be final and no claim regarding applicability of taxes/duties or otherwise will be entertained after opening of the e-tenders. The purchasers will, however, reserve the right not to pay such taxes and duties not specifically claimed or not indicated clearly/unambiguously by the tenderers in the Financial Rate Page under Financial Bid Details of the e-tender form.
- h) The purchaser will not be responsible for any incorrect evaluation and consequent impact on inter-se ranking, if the tenderer does not fill the prescribed e-Tender offer form or submits incomplete, ambiguous or misleading rates of taxes, duties and other charges.
- i) Tenderers must submit their offers/e-Bids on fixed price basis only, that is, the quoted prices should be firm and not subject to any variation, otherwise the offer shall be summarily rejected. Ambiguous conditions, such as, "Price Variation Clause applicable" etc. would not be accepted.
- j) Taxes (GST) as applicable shall be reimbursed as per actual on production of documentary evidence.
- k) Tenderers shall furnish break up of prices as per prescribed format in FINANCIAL BID (Part 2) as provided in the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>).
- l) Tenderers shall quote all the items mentioned in the Financial Bid for entire quantity. Tenderer's failure to quote all the items for entire quantity is liable to be rejected.
- m) The tenderer must fill and submit the prices as per instructions given in Section-VIII - Financial Bid. He shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer, wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.
- n) Statutory variation in taxes & duties, or fresh imposition of taxes & duties by State /Central Governments in respect of the items stipulated in the contract (and not the raw material thereof), within the original delivery period stipulated in the contractor or last unconditionally extended delivery period shall be to RITES account. Only such variation shall be admissible which take place after the submission of bid. No claim on account of statutory variation in respect of existing tax/duty will be accepted unless the tenderer has clearly indicated in his offer the rate of tax/duty considered in his quoted rate. No claim on account of statutory variation shall be admissible on account of mis-classification by the supplier/contractor.

10. CURRENCY

The prices should be stated only in INR.

11. LAWS GOVERNING THE CONTRACT

The contract shall be governed by the Laws of India for the time being enforced irrespective of the place of performance or payment under the contract.

12. FAILURE AND TERMINATION:

If the Contractor fails to deliver/commission the stores or any installment thereof within the period fixed for such delivery/commissioning in the contract or as extended or at any time repudiates the contract before expiry of such period, the Purchaser may without prejudice to his other rights:-

- a) Recover from the Contractor as agreed pre-determined liquidated damages and not by way of penalty a sum equivalent to ½% (half percent) of the price of any stores (including elements of taxes, duties, freight etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended, for each week or part of a week, during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, subject to a maximum of 10% (ten percent) of value of the delayed supplies; or
- b) Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of Contractor. It shall, however, be in the discretion of the Purchaser to obtain or not the Performance Guarantee from the firm/firms on whom the contract is placed at the risk and expense of the defaulting firm. However, in respect of contracts where Performance Guarantee has been taken, risk purchase clause will not be applicable and in case of default by such firms, the Performance Guarantee submitted shall be forfeited and the quantities unsupplied shall be procured independently without risk and cost of the original Contractor and adverse performance of defaulting firm will be taken into account in future tender cases on merit.
- c) Where risk purchase action is taken under sub-clause (b) above, the Contractor shall be liable for any loss which the Purchaser may sustain on that account provided the purchase, or, if there is an agreement to purchase, such agreement is made, in case of failure to deliver the stores within the period fixed for such delivery in the contract or as extended within nine months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, within nine months from the date of cancellation of the contract. The Contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the Purchaser. It shall not be necessary for the Purchaser to serve a notice of such purchase on the Contractor; or

- d) Cancel the contract or a portion thereof without resorting to Risk purchase by imposing liquidated damage @ 10% of outstanding value of contract after adjusting the Performance Guarantee.

13. EXTENSION OF TIME FOR DELIVERY:

If such failure as in the aforesaid clause 14 above of this SPECIAL CONDITIONS shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser shall allow such additional time as he considers to be justified by the circumstances of the case, and shall forgo the whole or such part, as he may consider reasonable of his claim for such loss or damage as aforesaid. Any failure or delay on the part of Sub Contractor shall not be admitted as a reasonable ground for any extension of time or for exempting the Contractor from liability for any such loss or damage as aforesaid.

14. CONSEQUENCE OF REJECTION:

If on the stores being rejected by the Inspecting Officer or Interim Consignee or Consignees at the destination, the Contractor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to:-

- a) require the Contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account: or
- b) purchase or authorize the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily available) without notice to the Contractor at his risk and cost and without affecting the Contractor's liability as regards the supply of any further installments due under the contract; or
- c) cancel the contract and purchase or authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily available) at the risk and cost of the Contractor. In the event of action being taken under sub-clause (b) above or under this sub-clause, the provision of clause 14 above of this Special Conditions will apply as far as applicable.
- d) Where under the contract the price payable is fixed F.O.B. port of dispatch or F.O.R. dispatching station, the Contractor shall, if the stores are rejected at destination by the consignee, be liable, in addition to his other liabilities, including refund of price recoverable in respect of the stores so rejected, to reimburse to the Purchaser the freight and all other expenses incurred by the Purchaser in this regard.

15. DRAWINGS/SPECIFICATIONS:

- a) When bids are called for in accordance with a drawing/ specification, the Contractor's bid to supply in accordance with such drawing/specification, shall be deemed to be an admission on his part that he had fully acquainted himself with the details thereof and in no circumstances, will any claim on his part which may arise on account of his insufficient examination of the said drawing/ specification be considered.
- b) Any drawings, tracings, descriptions specified shall, unless otherwise directed, be furnished by the Contractor with the first consignment of the work to which they relate and no payment whatsoever will be made until such drawings, tracings, descriptions have been furnished to the satisfaction of the Purchaser.

16. PERFORMANCE GUARANTEE:

- a) The contractor shall submit an irrevocable Performance Guarantee of **3% (Three Percent)** of the Contract value for the contractor's proper performance of the contract agreement (notwithstanding and/or without prejudice to any other provisions in the contract) within 15 days from the date of issue of Purchase Order (PO). This period can be further extended by RITES Ltd. by a maximum period of 30 days on written request of the Contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of RITES Ltd.
- b) This guarantee shall be in the form of Fixed Deposit Receipts or Guarantee issued by any Scheduled Commercial Bank in India in accordance with the form given at Annexure – 'XI'. RITES Ltd. reserves the right to get the Bank Guarantee confirmed from the issuing bank. In case a Fixed Deposit Receipt of any Bank is furnished by the Contractor to RITES Ltd. as part of the Performance Guarantee and the Bank is unable to make payment against the said Fixed Deposit Receipt, the loss caused thereby shall fall on the Contractor and the Contractor shall forthwith on demand furnish additional security to the Purchaser to make good the deficit.
- c) The purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Guarantee in whole or in part in the event of any default, failure or neglect on the part of the contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the purchaser or any part thereof to the satisfaction of the purchaser and the purchaser shall also be entitled to deduct from the amount of the Performance Guarantee any loss or damage which the purchaser may suffer or be put by reason of or due to any act or the default, recoverable by the purchaser from the contractor of the contract under reference or any other contract and in either of the events aforesaid to call upon the contractor to maintain the amount of Performance Guarantee at its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the contractor under this or any other contracts with the purchaser.
- d) The Performance Guarantee shall remain in force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the contract, i.e. till

satisfactory delivery & commissioning of the stores at consignee's works, and satisfactorily completion of the warranty period and shall in the first instance be valid up to a maximum period of 60 days beyond the date of completion of all contractual obligations of supplier provided that before the expiry of the date of validity of the P.G. Bond, the contractor on being called upon by the purchaser from time to time, shall obtain from the Guarantor Bank, extension of time for validity thereof for a period of six months on each occasion. The extension(s) aforesaid, executed on non-judicial stamp paper of appropriate value must reach the Purchaser at least thirty (30) days before the expiry of Performance Guarantee on each occasion.

- e) As and when the amendment is issued to the contract, the contractor shall within fifteen days of receipt of such amendment furnish to the purchaser an amendment to the Performance Guarantee rendering the same valid for the contract as amended and up to two months beyond the extended delivery period.
- f) The Performance Guarantee or any amendment there to shall be executed on a non judicial stamp paper of requisite value and shall be in accordance with the Indian Stamp Act, as amended from time to time, for adequacy of the Stamp Duty.
- ~~g) When the Purchaser requires AMC services in accordance with clause 9(c) of the special Conditions, within 21 days of the notification by the Purchaser of the AMC requirement, the Supplier shall submit to the Purchaser a bank guarantee as performance security for AMC services for an amount equivalent to 10% (ten per cent) of the AMC Contract Price valid till 60 days after expiry of the entire AMC period as specified in clause 9 (c). This bank guarantee shall be in a format as per standard proforma given in RITES GCC. Upon acceptance of the bank guarantee for AMC services by the Purchaser, the Performance Security mentioned under clause 18(a) above will be returned to the Supplier by the Purchaser. It will be binding on the supplier to enter into a contract for AMC services for next three years 30 days before the expiry of comprehensive warranty period.~~
- ~~h) The Bank guarantee mentioned above as performance security for AMC services shall be submitted by the supplier three (3) months before the expiry of the warranty period.~~
- i) The Purchaser will release the Performance Guarantee without any interest to the supplier, not later than 60 days following completion of all the performance obligations by the Supplier, including the Warranty obligations and after receipt of Bank Guarantee as performance security for AMC Services in favour of the Purchaser.

17. INSPECTION AND TESTING

- a) Before start of manufacture, the supplier shall submit a Quality Assurance Plan (QAP) for stage inspection as well a final inspection including inspection of bought outs. The same shall be submitted to RITES for approval.
- b) All inspection work shall be performed by representative(s) appointed by the Purchaser, hereinafter referred to as the "Inspector", cost for which shall be borne by the purchaser. The supplier shall notify the inspector with advice to purchaser in writing, with at least 15

calendar days notice, of the date on which any of the material will be ready for stage/ final inspection including inspection of bough outs.

- c) Purchaser or its authorized agency reserves the right to conduct stage inspection during execution of work done by the contractor.
- d) Where specified, the work shall be inspected by the nominated inspector(s), who may accept or reject the work, and if the work is found defective or inferior in quality or differing in form or material from the requirements of the contract it may be completely rejected. The supplier shall replace them to the satisfaction of the Inspector, at his own expense and within the time for delivery specified in the contract.
- e) Traceability details such as manufacturer's name, month & year of supply shall be necessarily provided on the components as specified in the relevant drawings, failing which item shall be rejected by the inspecting authority.
- f) Where inspection of any of the goods, whether completed or in the course of production, is being performed at the manufacture's work, the manufacturer shall give the inspector access to the said premises as and when required and shall afford the representative all such reasonable accommodation and facilities for examining, inspecting, testing and gauging such items and shall also supply free of charge such apparatus, materials, tools gauges, labour and assistance as may be required from time to time for the purpose of such examination, inspection, testing and gauging.
- g) If any of the goods, whether completed or in the course of production is rejected by the inspector, it shall be marked or segregated in such a manner, satisfactory to the inspector as to ensure its subsequent identification as rejected goods.
- h) Inspection at the Fag End of the Delivery Period:

In cases where only a portion of the stores ordered is tendered for inspection at the Fag end of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period, the Purchaser reserves the right to cancel the balance quantity not tendered for inspection within the delivery period fixed in the contract the risk and expense of the Contractor without any further reference to him. If the stores tendered for inspection during or at the fag end of the delivery period are not found acceptable after carrying out the inspection, the purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the contractor. If, however, the stores tendered for inspection are found acceptable, the Purchaser may grant an extension of the delivery period subject to the following conditions: -

- i) The Purchaser has the right to recover from the contractor under the provision of clause 14, liquidated damages on the stores which the Contractor has failed to deliver within the period fixed for delivery.

- ii) That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, GST, Tax on account of Foreign Exchange variation or on account of any other tax or duty leviable in respect of stores specified in the contract which takes place after the date of the delivery period stipulated in the contract shall be admissible on such of the said stores as are delivered after the date of the delivery stipulated in the contract.
- iii) That notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after the date of the delivery stipulated in the contract shall be admissible on such of the said stores as are delivered after the expiry of the delivery period stipulated in the contract.
- iv) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Custom Duty, GST or on account of Foreign Exchange variation or on account of any other Tax or Duty or on other ground which takes place after the expiry of the date of delivery period stipulated in the contract.

The Contractor shall not dispatch the Stores till such time as an extension in terms of para (i) to (iv) above is granted by the Purchaser and accepted by the Contractor. If the stores are dispatched by the Contractor before an extension letter as aforesaid is issued by the Purchaser and the same are accepted by the Consignee, the acceptance of the stores shall be deemed to be subject to the conditions (i) to (iv) mentioned in the paragraph above.

In case where the entire quantity has not been tendered for inspection within the delivery period stipulated in the contract and the Purchaser chooses to grant an extension of the delivery period the same would be subject to conditions (i) to (iv) mentioned in the paragraph above.

18. PACKING:

- a) Contractor shall secure at his own cost the Articles sufficiently and properly for transit by rail /road, air and/ or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination. The item (s) tendered will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (of high temperature, high humidity, heavy rainfall and mildew and fungus conducive environments including monsoons) before being put to actual use. It is, therefore, imperative that packing for every item is decided by taking into consideration, inter-alia, the above vital factors, so as to eliminate damage/deterioration of items in transit/transshipment/handling or during storage.
- b) The packing advices should bring out the gross & net weight, dimensions and size of each bundle/package, details of contents of each bundle/package, number of bundle/package and total gross & net weight of the items supplied. Each bundle/package shall contain a packing note specifying the name & address of the contractor, the number and date of

the contract, mark as indicated in the contract and the description of the stores and the quantity contained therein.

19. MARKING:

The following particulars should be stenciled with indelible paint on all the bundles/packages:-

- (i) LOA/Work Order No.:
- (ii) Item Description:
- (iii) Consignee:
- (iv) Consignor:
- (v) Lot/Package No:
- (vi) Weight (Gross & Net)
- (vii) Dimension (L X W X H):
- (viii) Invoice No.:

20. FREIGHT:

- a) The stores shall be dispatched at public tariff rates. In the case of F.O.R. station of dispatch contract, the stores shall be booked by the most economical route and/ or at the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the Contractor liable for any avoidable expenditure caused to the Purchaser. Where alternative routes exist the Purchaser shall, if called upon to do so, indicate the most economical route available or name the authority whose advice in the matter shall be taken and acted upon. If any advice of any such authority is sought his decision or advice in the matter shall be final and binding on the Contractor.
- b) In the case of F.O.R. destination ("Free delivery at consignee's site" basis including all handling, loading & unloading, Packing, Freight and Insurance), stores should be booked on freight pre-paid basis with no liability at the consignee end.

21. RISK IN TRANSIT AND INSURANCE:

- a) The Purchaser will not pay separately for transit insurance and the supplier shall be responsible till the entire stores contracted to arrive in good condition at destination. Where the tenderer intends to insure the goods, the insurance charges should be clearly indicated under Other Charges in the Financial Rate Page under Financial Bid Details of the e-tender form.
- b) The consignee, will advise the supplier within 45 (forty five) days of the arrival of goods at the destination, any loss/damage etc. of the goods and it shall be the responsibility of the supplier to lodge the necessary claim on the carrier and/or insurer and pursue the same. The supplier shall, however, at his own cost replace/rectify the goods lost/damaged immediately, to the entire satisfaction of the consignee, without waiting for the settlement of the claim. In case, supplier fails to give replacement against lost/damaged

goods within 45 days from the date of intimation, the Purchaser may arrange procurement at the risk and cost of supplier.

- c) Notwithstanding any packing condition stipulated in the tender documents or in the tendered drawings/specifications, it shall be the responsibility of the Contractor to appropriately pack the stores so that they are received by the consignee at destination without any loss, destruction, damage or deterioration due to any cause whatsoever.
- d) Suppliers may please ensure plastic sheets less than 50 micron thickness is not utilized for packing, before dispatch.
- e) Special condition for items procured in sets where each set consists of multiple items/assemblies/sub-assemblies.
- f) The supplier will submit the packing list for each consignment truck-wise and paste/print/paint labels on individual items mentioning the item description and reference as mentioned in packing list to facilitate ease of receipt and accountal at depot.
- g) To facilitate ease of identification and acknowledgement of receipt, supplier should submit photo album (hard copy as well as soft copy) of all the items constituting a set indicating the name of individual part. This photo-album may be submitted only once which will help depot officials in identifying the items on receipt thereof.
- h) Wherever feasible, supplier will pack items set-wise to facilitate receipt and accountal of materials. As far as possible, packing should be done in such a way that it will facilitate easy stacking and vertical space utilization.
- i) The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier, or in the joint possession of the Contractor, his agents or servants and the Purchaser, his agents or servants, shall remain in every respect at the risk of the Contractor, until their actual delivery to the consignee at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the contract as interim consignee for the purpose of dispatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores after approval by the Inspecting Officer are awaiting dispatch or delivery or are in the course of transit from the Contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible to make claims against a Railway Administration or other carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the Contractor for transmission to the consignee or the interim consignee as the case may be.
- j) Supplier should also indemnify the depot officer for correctness of supply of items in sets as per packing list as per the format given below:

FORMAT OF INDEMNITY FOR CORRECT SUPPLY
(to be submitted on firm's letter head only)

I, the authorized signatory of M/s. having received Purchase Order No..... Datedfor supply of Quantity Nos/sets valued at Rs..... (Rupeesonly) hereby indemnify RITES Limited that in the event of that supplied stores are found not as per the packing list provided and quantities of parts in set is not as per tendered drawing and/or specification due to any reason whatsoever, will make good the shortfall within a reasonable period.

I, also indemnify the consignee against the loss which may accrue to the said shortage.

For Station:
(Signature with Name and Designation)

Date:
Company
Seal

22. PAYMENT AUTHORITY

The payment against this contract shall be made by the RITES Limited through Executive Director, I/C Sri Lanka Cell of Expotech Division,, RITES Limited. Any taxes including Income tax required to be deducted at source shall be deducted and a certificate to that effect shall be issued to the contractor as prescribed under the rules.

23. PAYMENT TERMS

The standard payment terms will be as under:

100% payment through NEFT as per the Contract after delivery of material. Payment will be made on submission of copies of proof of the following documents.

- i) Commercial invoice indicating Purchaser's GSTIN No.
- ii) Inspection Test Certificate
- iii) Warrantee Certificate,
- iv) Proof of Delivery.

24. PAYMENT PROCEDURE

- a) Tenderers to give consent in a mandate form for receipt of payment through NEFT (National Electronic Funds Transfer).

- b) Tenderers to provide the details of Bank A/c in line with RBI guidelines for the same. These details will include Bank name, Branch name & Address, Account type, Bank A/c No. and Bank & Branch Code as appearing on MICR cheque issued by bank.
- c) Tenderer to attach certificate from their bank certifying the correctness of all above mentioned information (as mentioned in para 2 above)
- d) In case of non-payment through NEFT or where NEFT facility is not available, payment will be released through cheque.

25. WARRANTY

- a) The supplier shall warrant that all the equipment/material are new and unused of the most recent improvements in design and materials and free from defects arising from design, material or workmanship.
- b) The supplier will be required to guarantee all the Equipment supplied by them and their components for the period of **24 months from date of commissioning of equipment at Sri Lanka or 30 months from the date of supply**, whichever is earlier.
- c) During the period of warranty, any defects in the supplied equipment or in their components occur, when in normal operation and maintenance and that the defects or damage is the result of incorrect design or manufacture, the use of inferior materials or bad workmanship or failure to comply with the agreed conditions in the contract, the supplier shall be liable to supply all replacements or repaired parts to the site at their cost.
- d) It will not be possible to bring failed component / equipment back to supplier premises in India due to the expenses involved and supplier will have to provide the replacement without insisting for the return of defective component. The failure report will be sent through RITES' representative in Sri Lanka along with suitable photographs through email etc. and this will be the acceptable mode to settle warranty. However, for the repeated failures, supplier representative can visit the site in country of export at their cost.
- e) If the supplier wishes to have the parts repaired in country of export, the cost and expenses of repairing the same shall be borne by the supplier. Any replaced part during warranty shall also be under the effect of warranty throughout the remaining warranty period of relevant Equipment. All cost of packaging, inland transportation, sea/air freight, insurance and custom / import duty and agency charges etc shall be borne by supplier for sending replacement item and bringing back the failed component. RITES will assist only for the documentation.
- f) In the event of major failure of any major equipment, the supplier shall make available his staff within a reasonable period for repairs / replacement work with no cost to the purchaser.

- g) The warranty terms stated in this document shall be fully operative and effective in respect of equipment supplied by the supplier, notwithstanding the issue of the certificate of Inspection.

26. INDEMNITIES

The prices stated are to include all rights (if any) or patent, registered design or trade mark and the Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered designs or trade mark being made against the Purchaser, the Purchaser shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

27. INTELLECTUAL PROPERTY RIGHTS

- a) All plans, drawings, specifications, designs, reports and other documents prepared by the Contractor (or by the Sub- Contractors or any Third Party) in performing the Services shall become and remain the property of RITES, and all intellectual property rights in such Documents shall vest with RITES. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with RITES under law, shall automatically stand assigned to RITES as and when such Document is created and the Contractor agrees to execute all papers and to perform such other acts as RITES may deem necessary to secure its rights herein assigned by the Contractor.
- b) The Contractor, its Sub-Contractors and the Personnel of either of them shall not, either during the term or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by RITES to the Contractor, its Sub-Contractors and the Personnel; any information provided by or relating to RITES, its technology, technical processes, business affairs or finances or any information relating to RITES's employees, officers or other professionals or suppliers, customers, or contractors of RITES; and any other information which the Contractor is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of RITES.

28. QUANTITY VARIATION:

The purchaser shall be entitled to vary the order quantity upto +/- 30% anytime within the delivery period (including extended delivery period) on the same terms and conditions. The increase in quantity with respect to the tender quantity can be done even at the time of ordering and the tenderer shall be bound to accept the quantity so ordered on the basis of his original offer. The purchaser shall be entitled to exercise +/- 30% option clause in one or more

than one installment as long as the total variation in quantity does not exceed the limit of 30% of ordered quantity.

29. CORRESPONDENCE

All communications related to this contract shall be addressed to:-

Sh. Anil Kumar Singh
General Manager, Expotech Division,
RITES Limited, RITES Office Complex-I, 2ndFloor,
Plot No. 1, Sector 29
Gurgaon - 122001, Haryana, INDIA

30. EXPORT/IMPORT BENEFITS

RITES, being the merchant exporter will claim export/import incentives wherever applicable as per Government of India norms. However, the manufacturer will be provided proof of export, if required.

31. CONSIGNEE'S RIGHT OF REJECTION

Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion or consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever.

32. FORCE MAJEURE CLAUSE

a) If at any time during the continuance of the contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons beyond the control of the supplier, such as, but not restricted to, reasons of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes (hereinafter referred to as such acts) provided notice in writing of happening of any such event is given by either party to the other within 21 days from the date of occurrence with reasonable evidence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been

so resumed or not, shall be final and conclusive. Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such act or event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the Purchaser shall be at liberty to take over from the Contractor at a price to be fixed by Purchaser, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the Contractor at the time of such termination or such portion thereof as the Purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the Purchaser elect to retain.

- b) Force Majeure Clause will not be used by any party to effectively escape liability for bad performance and Contractor shall seek all reasonable alternative means for performance not prevented by Force Majeure events.

SECTION – 4
PROFORMA OF SCHEDULES

SECTION 4 - PROFORMA OF SCHEDULES

Schedule 'A'

(BOQ to be attached with Financial Bid in Excel Sheet)

Schedule 'B'

Schedule of materials to be issued to the contractor

(Refer Clause 10 of Clauses of Contract)

-Not Applicable-

Schedule 'C'

Tools and Plants to be hired to the Contractor

-Not Applicable-

Schedule 'D'

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

-Not Applicable-

Schedule 'E'

-Not Applicable-

Clause 10 CC

-Not Applicable

Schedule 'F'

Reference to General Conditions of Contract

Name of Work:

“Manufacture and Supply of 02 sets of Dynamic Brake Grid Resistor to BLW Drawing no. EL/P7/0631 (BLW Part No. 12242883) for Diesel Locomotives”

Earnest money

INR 14,000/- (INR fourteen thousand only)

Performance Guarantee(Ref. Clause 1)

3% of Contract Value

Security Deposit:(Refer clause 1A)

Not Applicable

Notice Inviting Tender and Instruction to Tenderers

Officer inviting tender

General Manager (Expotech), /RITES

CONDITIONS OF CONTRACT

Definitions

2 (iv) Purchaser

RITES Limited

| | |
|---|---|
| 2 (v) Engineer-in-Charge | General Manager (Expotech), /RITES |
| 2 (vii) Accepting Authority | General Manager (Expotech), /RITES |
| 2 (ix) Percentage on Cost of materials and Labour to cover all overheads and profits | Not Applicable |
| 2 (x) Standard Schedule of Rates | Not Applicable |
| 2(xiii) Date of commencement of work: | Delivery Period shall commence from the date of issue of PO by RITES. |
| 9 (a) (ii) General Conditions of Contract: | RITES General Conditions of Contract, 2019 Edition as modified & corrected. (Refer RITES Website) |
| CLAUSES OF CONTRACT | |
| Clause 1 | |
| 1 (i) Time allowed for submission of P.G. from the date of issue of Purchase Order (PO) (subject to maximum of 15 days) | 15 Days |
| Maximum allowable extension beyond the period provided in (i) above (subject to maximum of 15 days) | 15 Days |
| Clause 2 | |
| Authority for fixing compensation under Clause 2 | General Manager (Expotech), /RITES (Authority Competent to accept tender) |
| Clause 2A: | |
| Whether Clause 2A shall be applicable | Not Applicable |
| Clause 5: | |
| 5.1(a) Time allowed for execution of work | 60 days as per Delivery Schedule given at Para 3 of Section 3 (Special Conditions) |
| Date of start | - |
| 5.1(b) TABLE OF MILESTONE(S) | Not Applicable |
| Clause 5 A | |
| Shifting of stipulated date of completion: Competent Authority | General Manager (Expotech), /RITES (Accepting Authority as specified in |

| | |
|---|--|
| | Clause 2 (vii) of Conditions of Contract above) |
| Clause6A Whether Clause 6 or 6A applicable: | Not Applicable |
| Clause7 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 | Payment as per Payment terms in Clause 25 of SPECIAL CONDITIONS |
| Clause10 A i) Whether Material Testing Laboratory is to be provided at site. | Not Applicable |
| ii) If "YES" list of equipments to be provided | Not Applicable |
| Clause10B Whether Clause 10 B(ii) to (vi) applicable | Not Applicable |
| Clause10 CC Whether Clause 10 CC applicable | Not Applicable |
| Clause11 Specifications to be followed for execution of work | As per Section – 5, Technical Specifications |
| Clause12 | No deviation will be permitted |
| Clause 12.2 Deviation Limit beyond which 12.3 & 12.5 Clauses 12.2, 12.3 & 12.5 shall apply | Not Applicable |
| Clause12.5 Definition of Foundation item if other than that described in Clause 12.5 | Not Applicable |
| Clause16 Competent Authority for deciding reduced rates | General Manager (Expotech), /RITES (Authority Competent to accept tender) |
| Clause17 Maintenance Period | Warranty period of 24 months from the date of commissioning at Sri Lanka or 30 months from the date of supply, whichever is earlier. |
| Clause 18 | |

| | |
|--|-----------------------|
| List of machinery, tools & plants to be deployed by the Contractor at site (Commensurate with approved work schedule) | Not Applicable |
| Clause25 | |
| 25 (i) Appellate Authority | ED (Expotech), RITES. |
| Appointing Authority | ED (Expotech), RITES. |
| Whether Clause 31A or 32 is applicable | Not Applicable |
| Clause36 (i)&(iii) | Not applicable |
| Clause36 (iv) | Not applicable |
| Clause42 | Not Applicable |
| Clause 46 | |
| Clause46.10 : | Not Applicable |
| Whether Clause 46.11.1A applicable | Not Applicable |
| Whether Clause 46.13 Applicable | Not Applicable |
| Clause46.17 | |
| City of Jurisdiction of Court | Gurgaon |
| Clause47.2.1 | |
| Sum for which Third Party Insurance to be obtained: | Not Applicable |
| Clause55 | |
| Whether clause 55 shall be applicable. | Not Applicable |



SECTION- 5
TECHNICAL SPECIFICATIONS

SECTION 5 -TECHNICAL SPECIFICATIONS

| S.No. | Deliverable | Technical Specification |
|-------|---|---|
| 1 | "Manufacture and Supply of 02 sets of Dynamic Brake Grid Resister to BLW Drawing no. EL/P7/0631 (BLW Part No. 12242883) for Diesel Locomotives" | RDSO Specification no. MP.0.0402.01 Rev. Sept.-94 |

SECTION- 6
DRAWINGS

SECTION – 6 - LIST OF DRAWINGS ENCLOSED**Drawings attached as Appendix A:**

| Sr. No. | Description | Drawing No. |
|----------------|---|----------------------------|
| 1 | "Manufacture and Supply of 02 sets of Dynamic Brake Grid Resister to BLW Drawing no. EL/P7/0631 (BLW Part No. 12242883) for Diesel Locomotives" | BLW Drawing no. EL/P7/0631 |

PART-2 - FINANCIAL BID SCHEDULE (BILL OF QUANTITIES)

Points to be noted while quoting rates:

- (i) Clause 11.1 of Section 1: Notice Inviting Tender and Instruction to Tenderers;
- (ii) Clause 9 of Section 3: Special Conditions;
- (iii) Clause 11 of Section 3: Special Conditions;

Note: For e-tenders, Section VIII, BOQ is attached in Excel format. Bidders have to fill the relevant details online in excel file for cells marked in BLUE color only.