

**E-TENDER FOR**

**ENGAGEMENT OF AGENCY TO PROVIDE ONSITE WARRANTY SERVICES IN SRI LANKA FOR ELECTRICAL ITEMS & ELECTRICAL SYSTEMS FOR MICROPROCESSOR CONTROLLED PROPULSION SYSTEM OF 6 SETS OF 1800 HP DEMUS.**

**TENDER NO. RITES/EXPO/RT560-00009/Warranty /2202/1**

**(Open Tender)**

**TENDER DOCUMENT**

**JUNE, 2022**



**(A Government of India Enterprise)**

**EXPOTECH DIVISION  
RITES Limited, Shikhar, 2<sup>nd</sup> Floor,  
Plot No.1, Sector 29  
Gurgaon - 122001, Haryana, INDIA**

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**SECTION –1**

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**NOTICE INVITING TENDERAND 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 **“Engagement of agency to provide onsite Warranty services in Sri Lanka for Electrical items & Electrical systems for Microprocessor controlled Propulsion system of 6 sets of 1800 HP DEMUs”**.

(**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**

As per the Delivery Schedule given at Clause 3 of Section 3–Special Conditions.

**1.4 Brief Scope of Work**

As per the Deliverables given at Clause 2 of Section 3 - Special Conditions (Scope of work).

**1.5 Availability of Site**

The site for the work is available.

**1.6 Deadline for submission of bids: 01.07.2022 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  | <b>16.06.2022</b>               |
| Bid Document Download / Sale Start Date   | <b>16.06.2022</b>               |
| Pre-bid Query Receipt Start Date & Time   | <b>17.06.2022 at 09:00 Hrs.</b> |
| Pre-bid Query Receipt End Date & Time<br>(Refer to Bid Clarification as per clause 5.8 Section 1 - Instructions to Tenderers) | <b>25.06.2022 at 17:00 Hrs</b>  |
| Bid submission Start Date & Time  | <b>26.06.2022 at 9:00 Hrs</b>   |
| Bid submission End Date & Time  | <b>01.07.2022 at 11:00 Hrs</b>  |
| Bid Opening Date & Time   | <b>01.07.2022 at 15.00Hrs</b>   |

**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 to11) as also Correction Slips to GCC are available on RITES website [www.rites.com](http://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.
- 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 Bid Security Declaration as applicable and enter details of the instruments / documents.
- e) Bidders should prepare the financial instruments / documents of the Cost of Tender Documents and EMD Bid Security Declaration 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 opener's public keys.
- i) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- j) Upon the successful and timely submission of bids (i.e. after clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid ID to the bid. A bid summary will be displayed with the bid ID and the date & time of submission of the bid with all other relevant details.
- k) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. The acknowledgement may be used as an entry pass for any bid opening meetings.

## 5.6 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.

## 5.7 CLARIFICATIONS ON TENDER DOCUMENTS

A prospective Tenderer requiring any clarification on the Tender Document may notify through queries, online 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 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](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 & EARNEST MONEY DEPOSIT (EMD) AND BID SECURITY DECLARATION**

During bid submission the bidder has to select the payment option as offline to pay the Cost of Tender Document and EMD submission of Bid security Declaration and enter details of the instrument / documents. 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 and Medium Enterprises** (MSME), he must state his UdyogAadhar 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 7000/- (Indian Rupees Seven Thousand only) including GST, which is non-refundable**. It shall be in the form of a Banker's Cheque/ Pay Order/ Demand Draft favouring "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 accompanied by total earnest money deposit (EMD) of **INR 8,00,000/- (Rupees Eight Lakhs only)** in the form specified in Clause 9 hereinafter.

Bidders are required to upload scanned copy of acceptable instrument formed Bid Security Declaration and cost of Tender document in different files (Either in PDF or zip format) during on-line submission of Bid. **These documents shall be deposited in "ORIGINAL" in a sealed envelope within a week from the date of opening to General Manager/Expotech, RITES Limited, Shikhar, Plot No 1, Sector 29, Gurgaon – 122001, Haryana, INDIA**, 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 rates on FOB / CIF 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 Employer may request that the Tenderers may extend the period of validity unconditionally for a specified additional period. The request and the tenderer's response shall be made in writing/ e-mail. A Tenderer may refuse the request without forfeiting his Earnest Money. A Tenderer agreeing to the request will not be permitted to modify his Bid but will be required to extend the validity of the Bid Earnest Money for the period of the extension.

## **9. EARNEST MONEY**

- 9.1** The Tender should be accompanied by earnest money of **INR 8,00,000/- (Rupees Eight Lakhs 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 UdyogAadhar Memorandum will be eligible for exemption from payment of EMD.**

- ii. ~~**Vendors approved by Indian Railway Production Units / RDSO as regular status vendors for the tendered item.**~~
- iii. ~~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 Bid Security Declaration and cost of tender document in an acceptable form (or, if applicable, the scanned copy of documents in support of exemption) shall be rejected outright.

## **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, duly filled in.

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

- a) If after bid opening, but before expiry of bid validity or issue of Letter of Acceptance, whichever is earlier, any Tenderer
  - i) Withdraws his tender; or
  - ii) Makes any modification in the terms and conditions of the tender which are not acceptable to the Employer.
- b) in case any information/document which may result in the tenderer's disqualification is concealed by the Tenderer or any statement/information/document furnished by the Tenderer or issued by a Bank/Agency/Third Party and submitted by the tenderer, is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party.
- c) In the case of a successful Tenderer, if the Tenderer fails to furnish the Performance Guarantee within the period specified under Clause 1 of "Clauses of Contract" or fails to commence the work without valid reasons within the period as specified in Schedule F after the date of issue of Letter of Acceptance or from the first date of handing over of the site, whichever is later.

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

#### **10. 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. No Bid shall be modified, substituted, or withdrawn by the bidder on or after the deadline for submission of bids or the extended deadline. Withdrawal of bid after such deadline would result in the forfeiture of EMD in action as indicated in Bid Security declaration.
- 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 typed written name and current address.
- b) If the applicant is a proprietary firm, the Proprietor should sign above his full typed 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 typed written names and current addresses. Alternatively, the Documents should be signed by the person holding Power of Attorney for the firm in the Format at Annexure-III.
- d) If the applicant is a limited Company, or a Corporation, the Documents shall be signed by a duly authorized person holding Power of Attorney for signing the Documents in the Format at Annexure-III.
- e) ~~If the applicant is a Joint Venture, the Documents shall be signed by the Lead Member holding Power of Attorney for signing the Document in the Format at Annexure IV. The signatory on behalf of such Lead Partner shall be the one holding the Power of Attorney in the Format at Annexure III.~~

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

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

- i. There shall be no additions or alterations except those to comply with the instructions issued by the Employer or as necessary to correct errors, if any, made by the Tenderers.
- ii. Conditional Offer/ Tender will be rejected. Unconditional rebate/discounts in the financial offer will however be accepted.
- iii. The Employer reserves the right to accept or reject any conditional rebate/discounts. While evaluating the Bid Price, the conditional rebates/discounts which are in excess of the requirements of the bidding documents or otherwise result in accrual of unsolicited benefits to the Employer, shall not be taken into account.
- iv. The bidder has to quote value only in figures in the BOQ.
- v. In case of Item Rate Tenders, the bidders have to compulsorily quote rates of all the BOQ items as also all items of Item Rate Schedule/Sheet in a Mixed (Item Rate Schedule and Percentage Schedule) Tender.
- vi. In case of Item Rate Tenders, if the same item figures in more than one section/part of Schedule of Quantities, the Tenderer should quote the same rate for that item in all sections/parts. If different rates are quoted for the same item, the least of the different rates quoted only shall be considered for evaluation of that item in all sections/parts of the Schedule of Quantities.
- vii. In case of item wise BOQ, the bidder is required to quote his rate for all items. For the items not quoted by the bidder, it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as Zero and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly.
- viii. ~~In case of Percentage Rate BOQ, the bidder has to select Excess (+) or Less (-) and enter the valid percentage for that BOQ.~~
- ix. Deduction/recovery/credit items, if any, are placed in a separate sub-head and in a separate sheet of BOQ. In case of credit items/recovery items/deduction items for which the bidder has to pay the amount to Employer, the bidder is not allowed to make negative entry and the rate quoted by the bidder shall be taken as negatively default. The amount so calculated shall be considered as negative and deducted from the total of other sub-heads of BOQ to work out the total bid amount.

## 11.2 Integrity Pact

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

~~(ii) In case of any contradiction between the Terms and Conditions of the Bid Document and the Integrity Pact, the former will prevail.~~

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

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

~~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, Gurugram -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.~~

|  |  |
|--|--|
| <del>Name, Designation and Address of RITES' Liaison Officer</del> | <del>Shri Alok Garg, ED (HW&amp;P), RITES Ltd, Plot no 1, Shikhar, Sector 29, Gurugram-122001.</del> |
|--|--|

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 Employer will open all the Tenders received, in the presence of the Tenderers or their representatives who choose to attend at **01.07.2022 at 15.00 Hrs.** in the office of **General Manager/Expotech, RITES Limited, Shikhar, 2<sup>nd</sup> 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 Employer, the Tenders will be opened at the appointed time and location on the next working day.

- 12.2** Opening of bids will be done through online process. RITES reserves the right to postpone or cancel a scheduled bid opening at any time prior to its opening. Information of the same will be displayed at <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. RITES shall not be responsible for any postal delay in receipt of all original documents including the cost of tender document and ~~EMD~~ Bid Security Declaration. 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: Not applicable**

~~Envelope 1 containing scanned copy of Bid Security Declaration Earnest Money along with Mandate Form as per Annexure VII, Cost of tender document of all the Tenderers and Authority to Sign as per Clause 11.0 will be opened first and checked. If Bid Security Declaration Earnest Money and Cost of Tender Document are not furnished as per tender stipulations, the Envelope 2 of technical bid and Envelope 3 containing financial bid will not be opened and the bid will be rejected as non-responsive unless the bidder has established that it is exempted from payment as per Para 7 (f) of Cost of Tender Document and Earnest Money Deposit Bid Security Declaration. The Envelope 2 containing Technical Bid and Envelope 3 containing Financial Bid of other only those Tenderers who have furnished scanned copies of Earnest Money Bid Security Declaration and cost of Tender document as per tender stipulations will then be opened.~~

**12.13 TWO PACKET SYSTEM**

- (a) Envelope 1 of Packet-I containing scanned copy of Earnest Money along with Mandate Form as per Annexure-VII, Cost of Tender Document of all the tenderers and Authority to sign as per Clause 11.0 will be opened first and checked. If any Earnest money and cost of Tender document are not furnished as per tender stipulations, the Envelope 2 of PACKET -I (Technical Bid) and PACKET -II(Financial Bid) will not be opened and the bid will be considered non-responsive and rejected unless the bidder has established that it is exempted from payment of Cost of Tender Document and Earnest Money deposit. The Envelope 2 of PACKET-I (Technical Bid) of other Tenderers who have furnished scanned copies of Earnest Money, cost of Tender document and Authority to sign as per tender stipulations will then be opened.
- (b) The Purchaser will scrutinize the Technical Bids accepted for evaluation to determine whether each Tenderer
  - (i) has submitted 'Authority to sign' as per **Clause 11.0** above and Integrity Pact (where applicable) duly signed and witnessed as per **Clause 11.2** above;
  - (ii) meets the Qualification Criteria stipulated in Clause 2.0.
- (c) If required, the Purchaser may ask any such Tenderer for clarifications on his Technical Bid through CPPP or through E-mail. The Tenderer shall furnish the same online only in case of clarification are sought through CPPP and through E-mail if clarifications are sought through E-mail. If the tenderer does not submit the clarification/document requested, by the specified time, the bid of such Tenderer is likely to be rejected. PACKET-II (Financial Bid) of Tenderers whose Technical Bids are not found acceptable, will not be opened. Such tenderers will be informed about non-acceptance of their technical bid through system generated SMS. E-mail. Tenderers whose Technical Bids are found acceptable will be advised accordingly and will also be intimated through e-mail the time and date and place where and when the PACKET-II (Financial Bid) will be opened.
- (d) At the appointed place, time and date, in the presence of the Tenderers or their representatives who choose to be present, the Purchaser will open the online Packet-II (Financial Bid).

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

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

**12.15** In order to give effect to the policy of Government of India to encourage “Make in India, price preference shall be accorded to Local Supplier/Bidder in accordance with Order No. P-45021/2/2017-PP (BE-ii) dated 04.06.2020 on Public Procurement (Preference to Make in India) Order 2017 as amended up to 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:

1. Definitions:

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

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

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

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

\*(strike out whichever is not applicable)

3. Purchase Preference

- (a) In the procurements of goods or works which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier' as per following procedure:
- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
  - (ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local supplier's quoted price falling with 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 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier subject to matching the L1 price.
  - (iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the; Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract be awarded to the L1 bidder.
- (c) 'Class –II local supplier' will not get purchase preference in any procurement, undertaken by procuring entity.
4. Applicability of Purchase preference in this tender as per Para 3(a)/3(b)
  5. Type of this Tender/Work: Goods/services/works
  6. Margin of Purchase Preference: The margin of purchase preference shall be 20%

**7. The minimum local content for this tender shall be 50%**

**8. Verification of local content:**

- a) The 'Class-I local supplier / Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the 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-dividable, 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.

Declaration of UdyogAdhar Memorandum (UAM) number by vendor is mandatory. Accordingly, the bidders who fail to submit UAM number shall not be avail the benefits available to MSE as contained in Public Procurement Policy for MSEs Order, 2012 issued by MSME, for tenders invited electronically through CPPP.

**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 Employer and local conditions and other factors having a bearing on the execution of the work. The bidders may contact of **General Manager/Expotech, RITES Limited, Shikhar, 2<sup>nd</sup>Floor, Plot No. 1, Sector 29, Gurgaon – 122 001, Haryana, INDIA.**Tel: +91 124 2818232/214.

**14. EMPLOYER'S RIGHT ON ACCEPTANCE OF ANY TENDER**

- (i) If required, the Employer may ask any Tenderer the breakdown of unit rates. If the Tenderer does not submit the clarification by the date and time set in the Employers

request for clarification, such Tender is likely to be rejected.

- (ii) The competent authority on behalf of the Employer does not bind himself to accept the lowest or any other Tender and reserves to himself the authority to reject any or all the Tenders received without the assignment of any reason. All Tenders in which any of the prescribed conditions is not fulfilled or any condition is put forth by the Tenderer shall be summarily rejected.

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

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

#### **17. 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 Employer. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the organization of the Employer. Any breach of this condition by the Tenderer would render his Tender to be rejected.

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

- 17.2 If required by the Employer, the Tenderers shall sign a declaration under the official 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 employer.

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

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

- 17.8 In case of credit items/recovery items/deduction items for which the bidder has to pay the amount to RITES/Employer, the rate quoted by the bidder shall be taken as negative (bidder is allowed to make positive entry only) and the negative amount so calculated shall be considered to work out the total bid amount.

## 18. ISSUE OF LETTER OF AWARD (LOA)

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

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

- 18.2 Within the period as specified in section -3 of the tender document – Special Conditions, from the date of issue of LOA, the successful Tenderer shall submit Performance Guarantee to the Employer.

- ~~18.3 The Tenderer whose Tender is accepted shall be required to submit at his cost stamp papers of appropriate value as per the provisions of Indian Stamp Act within 15 days of the date of issue of Letter of Acceptance.~~

- ~~18.4 At the same time the Employer notifies the successful Tenderer that his Tender has been accepted, the Employer will direct him to attend the Employer's office within **28 days** of issue of Letter of Acceptance for signing the Agreement in the proforma at **Annexure V**. The Agreement will however be signed only after the Contractor furnishes Performance Guarantee and Additional Performance Guarantee (where applicable) and hence, where justified, the period of 28 days stipulated above will be extended suitably.~~

## 18A Amendment to Letter of Award (LOA)

The conditions and clauses of the LOA cannot be varied except through a written Supplementary Agreement 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 into 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, Expotech Division RITES Limited.** Invites online - item rate/percentage rate/item rate + percentage rate/lump sum bids on ~~Single/Two/Three~~ Packet System for the following work. No other mode of submission shall be accepted.

| S. | NIT | Name of Work & Location | Cost of | Cost of | Period of | Last Date & time of | Time & Date |
|----|-----|-------------------------|---------|---------|-----------|---------------------|-------------|
|----|-----|-------------------------|---------|---------|-----------|---------------------|-------------|

| No. | No.   |  | Tender Document                         | EMD                                       | Completion | submission of bid, and other Documents as specified in NIT | of opening of bid        |
|-----|---|--|---|---|------------|--|--------------------------|
| 1   | 2   | 3  | 4                                       | 5   | 6          | 7  | 8                        |
| 1   | TENDER No. RITES/EXPO/RT560-00009/Warranty/2202/1 | Engagement of agency to provide onsite Warranty services in Sri Lanka for Electrical items & Electrical systems for Microprocessor controlled Propulsion system of 1800 HP DEMUS". | INR 7,000 (Rupees Seven Thousands only) | INR 8,00,000/- ( Rupees Eight Lakhs only) | 2 Years    | 01.07.2022 at 11:00 Hrs.                                   | 01.07.2022 at 15.00 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:**
- The bidder is found ineligible.
  - The bidder does not upload all the documents as stipulated in the bid document including the undertaking about deposition of physical EMD and Cost of Tender Document of the scanned copy of EMD and Cost of Tender Document uploaded.
  - 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.
  - 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): -**
- 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 UdyogAadhar Memorandum (UAM) number.

2. Banker's Cheque/Pay Order/Demand Draft towards Earnest Money Deposit (EMD) in accordance with Clause 9 hereinbefore

OR

Document in support of exemption from payment of EMD and UdyogAadhar Memorandum (UAM) number-

3. Authority to Sign (Power of attorney) in the format given at Annexure-III.
4. RTGS/NEFT (Mandate Form) details as per Annexure-VII.
5. Self-attested copy of Documents in support of meeting the qualification criterion in accordance with Annexure I.
6. Self-attested copy of Certificates in support of meeting the criterion of Similar Work Experience in accordance with Annexure I.
7. Details of Similar Works completed in the format given at Proforma 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, net worth) in support of meeting the qualification criterion in accordance with Annexure I.~~
- ~~10. Self attested copy of Documents in support of meeting the criterion of Net Worth in accordance with Annexure I.~~
11. Declaration by the Bidder in the format given in Proforma 3 of Annexure I.
- ~~12. Self attested copy of Integrity Pact as per Annexure VI.~~
13. Self-attested copy of Guidelines on Banning of Business Dealings as per Annexure-A.
14. Annexure IX duly filled in.
- ~~15. Self attested copy of 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, Employer, Firm or Corporation, whether mentioned in the documents submitted by bidders or not, to verify the credentials and general reputation of the bidder and ~~where JV is allowed the credentials and general reputation of lead member & each Member of Joint Venture.~~

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**ANNEXURE-I -QUALIFICATION CRITERIA****1. QUALIFICATION CRITERIA**

- a) Bidder should have at least one year experience for AMC/ warranty support for Propulsion system of minimum 02 sets of DEMUs.
- b) Bidder should have authorization from the “OEM” i.e. M/s Medha Servo Drives for supply of spares required for warranty support of Microprocessor controlled Propulsion system of 1800 HP DEMUs.

**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 Para 9.4 of Instructions to Tenderers, the Bidder is liable to face the penalty of banning of business dealings with him by RITES.
- b) Records of any contract awarded to them, having been determined during the past three years prior to the deadline 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 form given in Proforma 3 enclosed.**

Proforma – 1

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

| SN | Client,<br>Rly/ PSU/<br>Govt | PO No. &<br>Date | Work<br>Description | Quantity | PO<br>Value | Date of<br>Supply/AMC/<br>commissioning | Ref. of document<br>(with page no.) in<br>support |
|----|------------------------------|------------------|---------------------|----------|-------------|---|---|
|    |                              |                  |                     |          |             |   |   |
|    |                              |                  |                     |          |             |   |   |
|    |                              |                  |                     |          |             |   |   |

SEAL AND SIGNATURE OF THE BIDDER

**Note:**

1. In support of having secured and successfully supplied and commissioned, completed above works, attach self-attested copies of the LOA / Purchase Order / Receipt Note / commissioning certificate from the owner/client or Executing Agency/Consultant appointed by Owner/Client giving complete details of work.
2. In case of Authorized Distributor/ Dealer/Agent of OEM, self-certified copy of valid certificate along with OEM credentials shall be submitted.

**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 \_\_\_\_\_ 2022

(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 MEMBEROF 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 safe guard 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 setup 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 dealing 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 with in 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 malpractice 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 action as per Bid Security Declaration 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 Bid Security Declaration considering all facts and circumstances of the case. A final decision on forfeiture or otherwise of the EMD–action as per Bid Security Declaration 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 action as per Bid Security Declaration but for not banning of business dealings with the Agency; or
  - c) For forfeiture of EMD–action as per Bid Security Declaration 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 before 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 | NAME OF THE BENEFICIARY   |  |
| 2 | ADDRESS WITH PIN CODE   |  |
| 3 | (A) TELEPHONE NO. WITH STD CODE   |  |
|   | (B) MOBILE NO.  |  |
| 4 | BANK PARTICULARS  |  |
| A | BANK NAME   |  |
| B | BANK TELEPHONE NO. WITH STD CODE  |  |
| C | BRANCH ADDRESS WITH PIN CODE  |  |
| D | BANK FAX NO. WITH STD CODE  |  |
| E | 11 CHARACTER IFSC CODE OF THE BANK (EITHER ENCLOSE A CANCELLED CHEQUE OR OBTAIN BANK CERTIFICATE AS APPENDED) |  |
| F | BANK ACCOUNT NUMBER AS APPEARING IN THE CHEQUE BOOK   |  |
| G | BANK ACCOUNT TYPE (TICK ONE)  | SAVING / CURRENT /<br>LOAN CASH CREDIT /<br>OTHERS |
| H | IF OTHERS, SPECIFY  |  |
| 5 | PERMANENT ACCOUNT NUMBER(PAN)   |  |
| 6 | E-MAIL ADDRESS  |  |

I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit, it not effected at all for reasons of incomplete or incorrect information, I / We would not hold RITES 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 |
|   |                                |        |               |                      |
| Details of EMD paid by Banker's Cheque/Pay Order/Demand Draft                     |                                |        |               |                      |

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

| S. No. | Particulars  | Documents placed at: | Remarks |
|--------|--|----------------------|---------|
| 1      | Declaration by the Bidder as per Proforma-3  |                      |         |
| 2      | Self-attested copy of Partnership Deed/Memorandum and Articles of Association of the Firm  |                      |         |
| 3      | Self-attested copy of Written Power of Attorney of the signatory of the Tender on behalf of the tenderer (Annexure-III or <del>Annexure-IV</del> 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 criteria on completed during the last 5 years as per Proforma-1   |  |  |
| 6  | <del>Integrity Pact as per Annexure-VI</del>  |  |  |
| 7  | Self-attested copy of Guidelines on Banning of Business Dealings as per Annexure-A  |  |  |
| 8  | Self-attested copy of Corrigendum/Minutes of <del>Pre-Bid Meeting</del> , 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 <b>OR</b> 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. |  |  |
| 12 | Self-attested documents to establish that they meet the Qualification Criteria (Annexure I)   |  |  |
| 13 | Annexure XIII - Mandatory Conditions to be satisfied by any bidder from a country which shares a land border with India.  |  |  |

**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**



**ANNEXURE XIII - Mandatory Conditions to be satisfied by any bidder from a country which shares a land border with India**

(This annexure is to be signed and stamp and submitted/uploaded by Bidder along with the bid)

**A. The tender shall be governed by the following terms and conditions:**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Order (Public Procurement No.1) F.No.6/18/2019-PPD Dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division and as amended from time to time. Such registration should be valid at the time of submission and acceptance of bids.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.  
Explanation-
    - a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
    - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII. Certificate regarding compliance: **A certificate shall be provided by bidders in the tender documents regarding their compliance with these clauses.** If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
- VIII. Validity of registration: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
- B. Notwithstanding above, the terms and conditions mentioned above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in developing projects.

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"*

*Sign of Bidder*

**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 No. 1, Sector-29, Gurgaon – 122001, acting through the General Manager ,RITES Ltd. Shikhar, Expotech Division,2<sup>nd</sup>Floor, 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 (wherever 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

To provide **onsite warranty services in Sri Lanka** for a period of two years for Electrical items & Electrical systems of Microprocessor controlled Propulsion system provided in 06 sets of 1800 HP DEMUs. Each DEMU set consist of 13 coaches i.e. 02-DPC, 02-DTC, 7-TC/EC and 2-TC/AC.

- 2.1). Following items shall be covered under the onsite warranty support for the each set of DEMUs: -
  - a) Traction Alternator.
  - b) Traction Converter.
  - c) Micro Processor based vehicle control system.
  - d) Traction Motors.
  - e) Auxiliary Converter.
  - f) Control Panel in DPC and DTC.
  - g) Speed indicating and recording system.
  - h) Dynamic braking resistor.
  - i) Inter vehicle couplers.
  - j) GRP based PA/PIS.
  - k) Fuel level sensor.
  - l) Remote monitoring system.
  - m) Driver desk including accessories.
  - n) Stand-alone VCD.
  
- 2.2) Bidder shall also supply 4 Nos. of laptop with all the supplementary software installed (with backups), hardware accessories, cables, connectors, convertors etc. required to connect with the system (04 sets):-
  - a) - LRMS - Log in software (with username & password)
  - b) - DMU(MEDHA) control system.
  - c) -Interface modules and necessary software to connect with DMU control system.
  - d) -Fault diagnostic software to view fault history.
  - e) - MMI unit and PIS- all necessary software's and interfaces to parameter setting

2.3). Following activities shall be in the scope of bidder: -

- a) The Bidder shall replace/repair free of charge at no cost to the Purchaser all defective and faulty components found in the 06 Nos. Diesel Multiple Units during the extended warranty period. Any work done by the Sri Lanka Railways/RITES during the extended warranty period on account of failure of above parts, either to repair or replace defective parts shall be charged from the Bidder.
- b) English speaking technical residential staff of the Bidder who is capable of handling all types of repair of these components of Diesel Multiple Units shall be available in Sri Lanka during the extended warranty period. The Purchaser will not pay for them for their service.
- c) During the period of extended warranty, any defects in the 06 sets Diesel Multiple Units 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 specification no. ICF/MD/SPEC/309 dated 16.05.2017 & amendment No. 1 dated 26.05.2017, the bidder shall be liable to supply all replacements or repaired parts to the site at their cost.
- d) After the Purchaser has received such parts or replacement, the bidder shall be liable to ship back the defective parts on Bidder's account from Sri Lanka. Until they are shipped back to the factory, they shall lie in Sri Lanka at the risk of the Bidder.
- e) If the Bidder wish to have the parts repaired in Sri Lanka, the cost and expenses of repairing same shall be borne by the Bidder.
- f) Any replacing part during warranty shall also be under the effect of warranty throughout the remaining warranty period of relevant Diesel Multiple Units.
- g) If the normal warranty period is expired during the period of six (06) months from the date of replacement, the warranty of such replacement shall be extended for the period of six (06) months from the date of replacement.
- h) If any defect of components or equipment arisen due to the manufacturing/ design defect, within the warranty period and the replacements are done after the warranty period, on such components or equipment shall be guaranteed for a period of six (06) months from the date of replacement.
- i) The Bidder shall compensate the RITES LTD., by paying Indian Rupees Twenty Thousands (INR 20,000) per day per DPC and Indian Rupees Four Thousands (INR 4,000) per day per coach for all other coach types, with a maximum limit of One hundred sixty (160) days per DPC per annum Indian Rupees Thirty Two Lakhs (INR 32,00,000/ DPC/Annum) and One hundred twenty (120) days per coach per annum Indian Rupees Four Lakhs Eighty Thousands (INR4,80,000/Coach/Annum) for all other coach types per year for per day lost due to such defects occurred within the warranty period, according to the following protocol:-
- j) When a Diesel Multiple Unit breakdown, representative of the Bidder, RITES and Sri Lanka Railways personnel shall jointly investigate and establish the course of the breakdown, and whether it is due to any manufacturing defect or design fault.



- k) The Bidder shall Upgrade/ modify of the software as per requirement of SLR.
- l) Provision of Tools, Jigs & Fixtures required for replacement/ rectification of the equipment's shall be in the scope of Bidder.
- m) Shipment of Materials related to the warranty support shall be in the scope of Bidder.
- 2.4). Bidder must post at least one service Engineer at site (Colombo, Sri Lanka) for 24 x 7 Hours for entire period of contract. Service Engineer must escort the train sets as per requirement within Sri Lanka.
- 2.5). Service Engineer shall attend the DEMU sets at site (Within Sri Lanka) in case of failures during operation of DEMU sets.
- 2.6). The Bidder must ensure the availability of essential items with them at site in their custody to minimize the delays in shipping times during warranty period in case of any failure. List of likely items is given below: -

| SN. | Material Description   | Qty | UNITS   |
|-----|--|-----|---------|
| 1   | TRACTION ALTERNATOR, DWG NO.:TSA004892   | 1   | NO.     |
| 2   | TRACTION MOTOR, TME 48-45-6A FOR DEMU  | 1   | NO.     |
| 3   | 52 INCH DBR FAN ASSEMBLY FOR MDE648LK  | 1   | NO.     |
| 4   | MASTER CONTROLLER, S701. CC.023  | 1   | NO.     |
| 5   | POWER CONTACTOR, 1800VDC,500ADC  | 1   | NO.     |
| 6   | MULTI LED, YELLOW,110V DC,10-4H22.1034P  | 1   | NO.     |
| 7   | MRT 918R RECORDER, WM, VER-4,0-160 648LK   | 1   | NO.     |
| 8   | CARBON BRUSH-DBR-MAM351  | 8   | NOS.    |
| 9   | DB RESISTOR, FOR MDE648LK  | 1   | DPC SET |
| 10  | IN COACH DISPLAY (LCD) UNIT FOR MDE648LK   | 1   | DPC SET |
| 11  | MAN-MACHINE INTERFACE WITH MICROPHONE UNIT, HANDSET, SPEAKER UNIT AND DISPLAY UNIT, FOR MDE648LK PIS | 1   | DPC SET |
| 12  | ALL TYPE OF RESISTOR ASSY. DPC CP MDE648LK   | 1   | DPC SET |
| 13  | ALL TYPE OF SWITCHESM FOR MDE648LK   | 1   | DPC SET |
| 14  | ALL TYPE OF FUSES, FOR MDE648LK  | 1   | DPC SET |
| 15  | CONTACTORS AND MAGNATIC VALVE  | 1   | DPC SET |
| 16  | ALL TYPE OF MCBs, FOR MDE648LK   | 1   | DPC SET |
| 17  | CURRENT AND VOLTAGE TRANSDUCER   | 1   | DPC SET |
| 18  | RADIAL BLOWER ASSY-415V-2934CHM  | 1   | DPC SET |
| 19  | ALL TYPES OF MODULE ASSY FOR MDE648LK  | 1   | DPC SET |
| 20  | ALL TYPES OF PCB ASSY., FOR MDE648LK   | 1   | DPC SET |
| 21  | ALL TYPES OF LUGS AND HARDWARES, FOR MDE648LK  | 1   | DPC SET |

**Note:** Apart from the above spares, bidder can decide on keeping any other essential items with them at site based on the experience and working of DEMUs.

- 2.7) The Bidder will be given a grace period of four (04) weeks, in case he has to import any spare

part for the repairs from countries other than Bidder's country, provided the overall availability is above 90% of the Diesel Multiple Units. Import and supply of such spares shall be carried out by the Bidder themselves.

*Services are limited to warranty only, all maintenance related activities like schedule maintenance, overhauling (TM and TA) activities are not a part of warranty services. Any physical damage due to accidents/any other reason and theft of components from considered electrical equipment's may not cover under warranty, also any failure reported because of lack of scheduled maintenance/overhauling may not cover under warranty.*

**3. DELIVERY SCHEDULE: Not applicable**

**4. TECHNICAL SUPPORT**

English speaking technical residential staff of the Bidder who is capable of handling all types of repair of these components of Diesel Multiple Units shall be available in Sri Lanka during the extended warranty period. The Purchaser will not pay for them for their service

**5. SPARE PARTS SUPPORT**

The Bidder must ensure the availability of all essential and critical items with them to minimize the delays during warranty period

**6. TRAINING**

Bidder shall conduct interactive classroom training as per the requirement of RITES and SLR regarding Propulsion system failures coming in the scope of the warranty support, covering root cause of failures & corrective/ preventive measures.

**7. CONSIGNEE / ULTIMATE CONSIGNEE**

For Supplies and Application part:

|                    |  |
|--------------------|--|
| CONSIGNEE:         | Group General Manager/RITES Ltd. Colombo.      |
| ULTIMATE CONSIGNEE | DGM (Procurement) Sri Lanka Railways, Colombo. |

**8. 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 misclassification by the supplier/contractor.

**9. CURRENCY**

The prices should be stated only in INR.

**10. 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.

**11. 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.

**12. EXTENSION OF TIME FOR DELIVERY- Not Applicable.**

**13. 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.

**14. 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.

**15. 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.~~

**16. INSPECTION AND TESTING: Not Applicable.**

**17. PACKING: Not Applicable.**

**18. MARKING: Not Applicable.**

**19. FREIGHT: Not Applicable.**

**20. RISK IN TRANSIT AND INSURANCE: Not Applicable.**

**21. PAYMENT AUTHORITY**

The payment against this contract shall be made by the RITES Limited through General Manager. Expotech. 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.

**22. PAYMENT TERMS**

The total yearly payment of each DEMU set shall be made in four equal installments and such payment shall be made against the invoice by the bidder every quarterly. The invoice submitted by the bidder must accompanied by a quarterly certificate for warranty support of each DEMU set issued by RITES Project Manager in Sri Lanka. Payment shall be released on quarterly basis after deduction of penalties, if any as per Para 24 of SCC i.e. Technical Guarantee (warranty and Penalties).

**23. 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.

**24. TECHNICAL GUARANTEE (WARRANTY AND PENALTIES)**

- a) The Bidder shall replace/repair free of charge at no cost to the Purchaser all defective and faulty components found in the 06 Nos. Diesel Multiple Units during



the extended warranty period as mentioned at Para 2.1 above. Any work done by the Sri Lanka Railways/ RITES during the extended warranty period on account of failure of above parts, either to repair or replace defective parts shall be charged from the Bidder.

- b) English speaking technical residential staff of the Bidder who is capable of handling all types of repair of these components of Diesel Multiple Units shall be available in Sri Lanka during the extended warranty period. The Purchaser will not pay for them for their service.
- c) *Maintenance related activities like schedule maintenance of complete DEMU, major overhauling (TM and TA) activities shall not be a part of warranty services.*
- d) *Any physical damage due to accidents/any other reason and theft of components from considered scope of equipment's shall not be covered under warranty, also any failure reported because of lack of scheduled maintenance/overhauling may not cover under warranty.*
- e) During the period of extended warranty, any defects in the 06 sets Diesel Multiple Units 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 specification no. ICF/MD/SPEC/309 dated 16.05.2017 & amendment No. 1 dated 26.05.2017, the bidder shall be liable to supply all replacements or repaired parts to the site at their cost.
- f) After the Purchaser has received such parts or replacement, the bidder shall be liable to ship back the defective parts on *Bidder's* account from Sri Lanka. Until they are shipped back to the factory, they shall lie in Sri Lanka at the risk of the Bidder.
- g) If the Bidder wish to have the parts repaired in Sri Lanka, the cost, and expenses of repairing same shall be borne by the Bidder.
- h) Any replacing part during warranty shall also be under the effect of warranty throughout the remaining warranty period of relevant Diesel Multiple Units.
- i) If the normal warranty period is expired during the period of six (06) months from the date of replacement, the warranty of such replacement shall be extended for the period of six (06) months from the date of replacement.
- j) If any defect of components or equipment arisen due to the manufacturing/ design defect, within the warranty period and the replacements are done after the warranty period, on such components or equipment shall be guaranteed for a period of six (06) months from the date of replacement.
- k) The Bidder shall compensate the RITES LTD., by paying Indian Rupees Twenty Thousands (INR 20,000) per day per DPC and Indian Rupees Four Thousands (INR 4,000) per day per coach for all other coach types, with a maximum limit of One hundred sixty (160) days per DPC per annum Indian Rupees Thirty Two Lakhs (INR 32,00,000/ DPC/Annum) and One hundred twenty (120) days per coach per annum Indian Rupees Four Lakhs Eighty Thousands (INR4,80,000/Coach/Annum) for all other coach types per year for per day lost due to such defects occurred within the

warranty period, according to the following protocol:-

- l) When a Diesel Multiple Unit breakdown, representative of the Bidder, RITES and Sri Lanka Railways personnel shall jointly investigate and establish the course of the breakdown, and whether it is due to any manufacturing defect or design fault.
- m) The Bidder must ensure the availability of all essential items with them to minimize the delays during warranty period.
- n) The Bidder will be given a grace period of four (04) weeks, in case he has to import any spare part for the repairs from countries other than Bidder's country, provided the overall availability is above 90% of the Diesel Multiple Units. Import and supply of such spares shall be carried out by the Bidder themselves.
- o) The Performance Guarantee Bond shall be valid till the entire warranty period.

## **25. 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.

## **26. 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.

**27. 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.

**28. CORRESPONDENCE**

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

**Sh. A.K. Singh**  
**General Manager/ Expotech**  
**RITES Limited, Shikhar, 2<sup>nd</sup>Floor, Plot No. 1, Sector 29**  
**Gurgaon - 122001, Haryana, INDIA**

**29. 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.

**30. 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.

**31. 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.

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**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:

TO PROVIDE ONSITE WARRANTY SERVICES INSRI LANKA FOR ELECTRICAL ITEMS/ SYSTEMS FOR MICROPROCESSOR CONTROLLED PROPULSION SYSTEM OF 06 SETS OF 1800 HP DEMUs.

As per Annexure XII

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

### CONDITIONS OF CONTRACT

Definitions

|   |  |
|---|--|
| 2 (iv) Purchaser  | RITES Limited  |
| 2 (v) Engineer-in-Charge  | SBU Head (Expotech)/RITES<br>(Authority Competent to execute Contract Agreement as per Item 7.2 of SOP)                                    |
| 2 (vii) Accepting Authority   | Director Technical/RITES<br>(Authority Competent to accept Tenders as per Item 3.1/ <del>3.2</del> / <del>3.3</del> of SOP, as applicable) |
| 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 LOA by RITES.   |
| 9 (a) (ii) General Conditions of Contract:  | RITES General Conditions of Contract, 2019 Edition as modified & corrected. (Refer RITES Website)  |
| <b>CLAUSES OF CONTRACT</b>  |  |
| 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  | SBU Head (Expotech)/RITES<br>(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   | 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<br>Shifting of stipulated date of completion:<br>Competent Authority   | SBU Head (Expotech)/RITES<br>(Accepting Authority as specified in<br>Clause 2(vii) of Conditions of<br>Contract above) |
| Clause 6 A<br>Whether Clause 6 or 6A applicable:  | Not Applicable   |
| Clause 7<br>Gross work to be done together with net<br>Payment/adjustment of advances for material collected, if<br>any, since the last such payment for being eligible to interim<br>payment | Payment as per Payment terms in<br>Clause 25 of SPECIAL CONDITIONS   |
| Clause 10 A<br>i) Whether Material Testing Laboratory is to<br>be provided at site.   | Not Applicable   |
| ii) If "YES" list of equipments to be provided  | Not Applicable   |
| Clause 10 B<br>Whether Clause 10 B(ii) to (vi) applicable   | Not Applicable   |
| Clause 10 CC<br>Whether Clause 10 CC applicable   | Not Applicable   |
| Clause 11<br>Specifications to be followed for execution of work  | As per Section – 5,<br>Technical Specifications  |
| Clause 12<br>Clause 12.2 Deviation Limit beyond<br>which 12.3 & 12.5 Clauses 12.2, 12.3 & 12.5<br>shall apply   | No deviation will be permitted<br><br>Not Applicable   |
| Clause 12.5<br>Definition of Foundation item if other<br>than that described in Clause 12.5   | Not Applicable   |
| Clause 16<br>Competent Authority for deciding reduced rates   | SBU Head (Expotech)/RITES<br>(Authority Competent to accept<br>tender)   |
| Clause 17<br>Maintenance Period   | Not Applicable   |



|   |   |
|---|---|
| Clause 18<br>List of machinery, tools & plants to be deployed by the Contractor at site<br>(Commensurate with approved work schedule) | Not Applicable  |
| Clause 25<br>25 (i) Appellate Authority   | ED (Expotech), RITES.<br>(The Authority immediately above Engineer-in-Charge to whom the Engineer-in-Charge report) |
| Appointing Authority  | ED (Expotech), RITES.<br>(The Authority competent to appoint Arbitrator as per Item 9 of SOP)                       |
| Whether Clause 31A or 32 is applicable  | Not Applicable  |
| Clause 36 (i)&(iii)   | Not applicable  |
| Clause 36 (iv)  | Not applicable  |
| Clause 42   | Not Applicable  |
| Clause 46   |   |
| Clause 46.10 :  | Not Applicable  |
| Whether Clause 46.11.1A applicable  | Not Applicable  |
| Whether Clause 46.13 Applicable   | Not Applicable  |
| Clause 46.17<br>City of Jurisdiction of Court   | Gurgaon   |
| Clause 47.2.1<br>Sum for which Third Party Insurance to be obtained:  | Not Applicable  |
| Clause 55<br>Whether clause 55 shall be applicable.   | Not Applicable  |



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**SECTION- 5**  
**TECHNICAL SPECIFICATIONS**

**SECTION 5 -TECHNICAL SPECIFICATIONS**

| <b>S.No.</b> | <b>Deliverable</b>  | <b>Technical Specification</b>                                      |
|--------------|---|---|
| <b>1</b>     | TO PROVIDE ONSITE WARRANTY SERVICES AT SRI LANKA FOR ELECTRICAL ITEMS/ SYSTEM FOR MICROPROCESSOR CONTROLLED PROPULSION SYSTEM OF 1800 HP DEMUS. | ICF/MD/SPEC/309 dated 16.05.2017 & amendment No. 1 dated 26.05.2017 |



**SECTION – 6 - LIST OF DRAWINGS ENCLOSED**

*NIL*

**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.