

E-TENDER FOR

Comprehensive Insurance Policy (Open Cover / Specific Policy) for Railway Rolling Stocks, Spare Parts, Machinery & Plant and Engineering goods for export/import to/from various destinations throughout the world for a period of two years.

**TENDER NO. 2022/RITES/EXPO/Insurance/1122
(Open Tender)**

TENDER DOCUMENT

November, 2022



**Expotech Division
RITES Limited, RITES Bhawan, 2nd Floor,
Plot No.1, Sector 29
Gurgaon - 122001, Haryana, INDIA
Email: expotech@rites.com**

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SECTION -1

NOTICE INVITING TENDER AND INSTRUCTIONS TO TENDERERS

SECTION-1

NOTICE INVITING TENDER AND INSTRUCTIONS TO TENDERERS

1. GENERAL

1.1 Tender Notice

Tenders are invited, through E-Tendering system, by RITES Limited, a Public Sector Enterprise under the Ministry of Railways, for **“Purchase of Comprehensive Insurance Policy (Open Cover / Specific Policy) for Railway Rolling Stocks, Spare Parts, Machinery & Plant and Engineering goods for export/import to/from various destinations throughout the world for a period of two years.”**

It may be noted that the Insurance provider company would be fully responsible for insurance of safe delivery of the Railway Rolling Stocks, Spare Parts, Machinery & Plant and Engineering goods for export/import to/from various destinations throughout the world.

(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 or contractor” means the Bidder 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

Refer to the Delivery schedule

1.4 Brief Scope of Work

As per the Deliverables given at Clause2 & 3 of Section 3 - Special Conditions (Scope of work).

1.5 Availability of Site

Not Applicable

1.6 Deadline for submission of bids: 28.11.2022 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 Employer may extend the deadline for submission of bids and/or the bid opening date and time, even otherwise, if it considers the same to be desirable / expedient. In case of such extension, all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will be subject to new deadline. All Bidders are advised to see the website <https://etenders.gov.in/eprocure/app> for extension of deadline for submission of tenders and/or the bid opening date.

CRITICAL DATA SHEET

Tender Publishing Date	04.11.2022
Bid Document Download / Sale Start Date	04.11.2022
Pre-bid Query Receipt Start Date & Time	04.11.2022 at 18:00 Hrs.
Pre-bid Query Receipt End Date & Time (Bid Clarifications as per Clause 5.8 Section 1 -Instructions to Tenderers)	15.11.2022 at 11:30 Hrs
Pre-bid Query Meeting Date & Time	15.11.2022 at 11:30 Hrs
Bid submission Start Date & Time	16.11.2022 at 11:00 Hrs
Bid submission End Date & Time	28.11.2022 at 11:00 Hrs
Bid Opening Date & Time	28.11.2022 at 11:30 Hrs

2. QUALIFICATION CRITERIA TO BE SATISFIED

2.1 The Qualification Criteria to be satisfied is given at Annexure I.

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 it 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 up-to-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 (Not applicable)

Section 5 Technical Specifications
Section 6 Drawings

PART - 2:- Financial Bid Packet

Schedule of Quantities (Bill of Quantities)

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

Section 7 Conditions of Contract
Section 8 Clauses of Contract
Section 9 RITES Safety Code
Section 10 RITES Model Rules for Protection of Health and Sanitary Arrangements for Workers
Section 11 RITES Contractor's Labour Regulations

- 4.2 **Part-3: General Conditions of Contract** (compilation of sections 7 to 11) as also Correction Slips to GCC are available on RITES website www.rites.com under the link 'Tenders'.
- 4.3 Part-3 of the tender, i.e. General Conditions of Contract (Compilation of Sections 7 to 11) is not uploaded as a part of this tender document because as stated in sub-clause 4.2 above, the same is available separately on RITES' website and can be seen/downloaded from there. The bidder need not submit/upload Part 3 of the tender as a part of his offer. So far as Part-1 is concerned, the bidder is required to submit/upload only the documents mentioned in Clause 28.0 of Section 1 thereof. Rest of the Part-1 need not be uploaded. The bidder must, nevertheless, read the same. It shall be presumed that the bidder has read the contents of Part 1: Technical Bid Packet and Part 3: General Conditions of Contract and upto date Correction Slips thereto and the same will be binding upon him. The successful bidder will be required to sign the complete tender document i.e. Part 1, Part 2, Part 3 and Correction Slips, if any, thereto..

5. INSTRUCTIONS ON ACCESSING/PURCHASING OF BID DOCUMENTS AND SUBMISSION THEREOF

- 5.1 To participate in the E-Bid submission for RITES, it is mandatory for the bidders to get their firms registered with CPP Portal <https://etenders.gov.in/e procure/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/e procure/app>) by clicking on the link "**Online Bidder Enrolment**" on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

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

5.4 SEARCHING FOR TENDER DOCUMENTS

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/E-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

5.5 PREPARATION OF BIDS

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Bidder is advised to go through the tender advertisement/NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder may please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid document to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such

standard documents (e.g. PAN Card copy, Annual Reports, Auditor Certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5.6 SUBMISSION OF BIDS

- a) Bid can be submitted only during validity of registration of bidder with CPPP E-Procurement Portal.
- b) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- c) The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- d) Bidder has to select the payment option as “offline” to pay the cost of tender document and EMD as applicable and enter details of the instruments / documents.
- e) Bidders should prepare the financial instruments / documents of the Cost of Tender Documents and EMD as per the instructions specified in Clause 7.0 (f) hereinafter. The original should be posted/couriered/given in person to the concerned official, so as to reach him within a week from the date of opening. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. If the date of issue of DD/any other accepted instrument, physically sent, is on or before the bid submission end date, the same shall also be accepted even if the details are different from the scanned copy uploaded along with the bid, otherwise the uploaded bid will be rejected.
- f) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender documents, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- g) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- h) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 Bit encryption technology. Data

storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.

- i) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- j) Upon the successful and timely submission of bids (i.e. after clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid ID to the bid. A bid summary will be displayed with the bid ID and the date & time of submission of the bid with all other relevant details.
- k) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. The acknowledgement may be used as an entry pass for any bid opening meetings.

5.7 ASSISTANCE TO BIDDERS

- a) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787, E-mail id: support-eproc@nic.in
- b) Bidders information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>
- c) It is mandatory for all bidders to have Class-III Digital Signature Certificate (DSC) in the name of the person along with name of Company who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <https://www.cca.gov.in>
- d) Bidder shall ensure use of registered Digital Signature Certificate (DSC) only and safety of the same.
- e) In case the Digital Signature Certificate (DSC) holder who is digitally signing the bid and the person having Authority to Sign as per Clause 11 are different, even then all the terms and conditions of the tender document will be binding upon the bidder.

5.8 CLARIFICATIONS ON TENDER DOCUMENTS

A prospective Tenderer requiring any clarification on the Tender Document may notify through queries, on line only within the specified period (refer clause 1.6 - Critical Date Sheet herein before).

Request for clarifications including request for Extension of Time for submission of Bid, if any, must be received not later than 10 (ten) days prior to the deadline for submission of tenders. Details of such queries raised and clarifications furnished will be uploaded in CPP website <https://etenders.gov.in/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.

5.9 PRE-BID MEETING

The tenderer may submit their queries on the tender document if any by email on the **email id: ashutoshshukla@rites.com**. Only the queries submitted by the tenderers after downloading the tender document from RITES website up to the due date of submission of queries, would be discussed in the pre bid meeting. The pre-bid meeting with all the prospective bidders would be held at the office of **General Manager (Expotech), Left wing , Second Floor, Shikhar, RITES Bhawan, Plot No. 1, Sector 29, Gurgaon – 122001 on 15.11.2022 at 11.30 Hrs.**

During the course of Pre-Bid Meeting, the Bidder will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection process.

Clarifications will be uploaded on RITES website as per the schedule date fixed for submission. Any modification to tender document, which may become necessary as a result of pre bid meeting, shall be made by RITES through issuance of an amendment/corrigendum.

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/appand> shall become a part of the tender document. All tenderers are advised to see the website for addendum/corrigendum to the tender document which may be uploaded up to 7 (seven) days prior to the deadline for submission of tender as finally stipulated.

6.3 To give prospective tenderers reasonable time in which to take the addenda/corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given till one day before bid submission end date and time, as considered necessary by RITES. All tenderers are advised to see the website for extension of deadline for submission of tenders.

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

7. PREPARATION AND SUBMISSION OF BIDS

a) Part-1 and Part-2 of tender document may be downloaded from CPPP and Part-3 from RITES website <https://www.rites.com> under the link 'Tender' – 'RITES GCC for Works, July 2019' well before the deadline for submission of bids. The bids (Part-2 only) along with the information and documents specified in Clause 28 herein after shall be submitted online following the instructions appearing on the screen.

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

- b) After downloading/getting the tender document/schedules from <https://etenders.gov.in/eprocure/app> the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidders are advised that prior to bid submission they should read the bid submission manual available on CPP Portal <https://etenders.gov.in/eprocure/app?page=BiddersManualKit &service= pagewebsite>.
- c) Bidders may ensure that all the pages of the documents mentioned in Clause-28 must be signed & stamped by authorized signatory and serially numbered. In case, it is found that bidder has not complied with the same, the documents shall be deemed to be signed and stamped as this is a digitally signed e-tender.
- d) The bids shall be submitted online following the instructions appearing on the screen. Bidders may insert their e-Token/Smart Card in their computer and Log onto CPP portal <https://etenders.gov.in/eprocure/app> using the User-Id and Password chosen during registration. Then they may enter the password of the e-Token/Smart Card to access the DSC.
- e) Prior to bid submission, bidder should get ready with the documents to be uploaded as part of the bid as indicated in the tender document/schedule. Generally, they can be in Excel/PDF/RAR/JPG formats. No other format is accepted. If there is more than one PDF document, then they can be clubbed together in a Zip file for uploading. There is no limit for uploading file. Bids shall be submitted online only at CPP website <https://etenders.gov.in/eprocure/app>

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

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

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

~~f) **COST OF TENDER DOCUMENT & EARNEST MONEY DEPOSIT (EMD)**~~

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

~~i) COST OF TENDER DOCUMENT~~

~~The cost of tender document is kept NIL (Indian Rupees Zero) 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) – It shall be submitted in the form as specified in Clause 9 hereinafter.~~

~~Bidders are required to upload scanned copy of acceptable instrument for EMD and cost of Tender document in different files (Either in PDF or zip format) during on-line submission of Bid. These documents shall be deposited in "ORIGINAL" in a sealed envelope within a week from the date of opening to General Manager, Expotech Division, RITES Limited, RITES Bhawan, 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 Earnest Money for the period of the extension.

9. ~~EARNEST MONEY~~

9.1 ~~The Tender should be accompanied by earnest money of Rs. 00/ (INR Zero) 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:-~~

~~Micro and Small Enterprises (MSEs) having current and valid registration for the tendered item with any of the agencies as under:-~~

- ~~a) District Industries Centers~~
- ~~b) Khadi and Village Industries Commission~~
- ~~c) Khadi and Village Industries Board~~
- ~~d) Coir Board~~
- ~~e) National Small Industries Corporation (NSIC)~~
- ~~f) Directorate of Handicraft and Handloom~~
- ~~g) Any other body specified by Ministry of MSME~~

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

~~Only MSEs who are having valid Udyog Aadhar Memorandum will be eligible for exemption from payment of EMD. Such MSE bidder is required to submit a Bid Securing Declaration in the format given in Annexure XII.~~

9.2 ~~Any Tender not accompanied by scanned copies of the instruments for payment of Earnest Money and cost of tender document in an acceptable form (or, if applicable, the scanned copy of documents in support of exemption) shall be rejected by the Employer as non-responsive.~~

9.3 ~~Refund of Earnest Money~~

~~The Earnest Money of the Tenderers whose Technical Bid is found not acceptable will be returned without interest soon after scrutiny of Technical Bid has been completed by the Employer subject to provisions of Clause 9.4 (b). The Earnest Money of the Tenderers whose Technical Bid is found acceptable but who are neither the lowest nor the second lowest will be returned without interest within 07 days of opening of Financial Bid. The Earnest Money of the remaining unsuccessful bidders will be released within seven days of the Accepting Authority's decision on acceptance or otherwise of the tender subject to provisions of Clause 9.4 (b). The~~

~~bidder shall submit RTGS/NEFT Mandate Form as per Performa given in Annexure VII, 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 Bidder, if the Tenderer fails to furnish the Performance Guarantee within the period specified under Section 3 of this tender document – Special Conditions.~~

~~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, as the case may be. No Bid shall be modified, substituted or withdrawn by the bidder on or after the deadline for submission of bids or the extended deadline, as the case may be. Withdrawal of bid after such deadline would result in the forfeiture of EMD.
- 10.3** Any modification in the Bid or additional information supplied subsequently to the deadline for submission of bids or the extended deadline, as the case may be, unless the same has been explicitly sought for by RITES, shall be disregarded.
- 10.4** For modification of E-bid (Technical Bid), bidder has to detach its old bid from 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 in to an Integrity Pact with the Employer, in the Format at Annexure-VI. The Integrity Pact enclosed as Annexure-VI will be signed by RITES for and on behalf of Employer as its Agent/Power of Attorney Holder at the time of execution of Agreement with the successful Bidder. While submitting the Bid, the Integrity Pact shall be signed by the duly authorized signatory of the Bidder/Lead Member of JV. In case of failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.
- (ii) In case of any contradiction between the Terms and Conditions of the Bid Document and the Integrity Pact, the former will prevail.

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

11.2A Whether Clause 11.2 (Integrity Pact) shall be applicable: ***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~~

~~1. Sh. Abhay Kumar Khanna, S-410, UGF, Greater Kailash-II, New Delhi – 110048.~~

~~Name and Address of IEM 2~~

~~2. Sh. Saurabh Chandra, IAS (Retd.), A-9, Sector-30, Noida, Uttar Pradesh – 201301 (U.P.)~~

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

~~Name, Designation and Address of RITES' Liaison Officer Shri Pawan Chowdhry, ED (B&A) & Co-ordinator of IP, RITES Ltd, Plot no 1, RITES Bhawan, Sector 29, Gurgaon-122001.~~

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

12. TENDER OPENING, EVALUATION AND CLARIFICATIONS

12.1 The Employer will open all the Tenders received, in the presence of the Tenderers or their representatives who choose to attend at **28.11.2022 at 11.30 Hrs** in the office of **General Manager, EXPOTECH Division, RITES Limited, Shikhar, RITES Bhawan, 2nd Floor, Plot No.1, Sector 29, Gurgaon – 122001, Haryana, India**. In the event of the specified date of the opening being declared a holiday by the 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 herein before 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

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

12.13 TWO PACKET SYSTEM

Not Applicable

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

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

13. UNDERSTANDING OF WORK BY THE TENDERERS

Tenderers are advised to understand the work and satisfy themselves before submitting their Tenders. A Tenderer shall be deemed to have full knowledge of the work whether he understand it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. 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.

14. EMPLOYER'S RIGHT ON ACCEPTANCE OF ANY TENDER

- (i) If required, the Purchaser may ask any Tenderer the breakdown of unit rates. If the Tenderer does not submit the clarification by the date and time set in the Employer request for clarification, such Tender is likely to be rejected.
- (ii) The competent authority on behalf of the Purchaser does not bind himself to accept the lowest or any other Tender and reserves to himself the authority to reject any or all the Tenders received without the assignment of any reason. All Tenders in which any of the prescribed conditions is not fulfilled or any condition is put forth by the Tenderer shall be summarily rejected.

15. CANVASSING PROHIBITED

Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable to rejection.

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

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

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

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

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

- 17.5 Each Bidder shall submit only one Bid either as an individual or as a Proprietor in a Proprietary firm or as a Partner in a Partnership firm or as a Director of a Limited Company/Corporation or as a Partner in a Joint Venture. Any Bidder who has submitted a Bid for a work, shall not be a

witness for any other Bidder for the same work. Failure to observe the above stipulations would render all such Tenders submitted as a Bidder and/or as a witness, liable to summary rejection.

- 17.6 The Contractor shall be fully responsible for all matters arising out of the Performance of the Contract and shall, at his own expense, comply with all laws/acts/enactments/orders/regulations/obligations whatsoever of the Government of India, State Government, Local Body and any Statutory Authority.
- 17.7 In case the bidder does not quote his rate for any item(s) in Item Rate Tender or Mixed Tender containing one or more Item Wise Schedules, it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as Zero and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly.
- 17.8 In case of credit items/recovery items/deduction items for which the bidder has to pay the amount to RITES/Employer, the rate quoted by the bidder shall be taken as negative (bidder is allowed to make positive entry only) and the negative amount so calculated shall be considered to work out the total bid amount.

18. 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.
- 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.

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 in to consideration while evaluating the bid to decide whether the bidder is qualified or not. For similar work experience, the details of only those works mentioned in Annexure IX may be given in Proforma no. 1 attached to Annexure-I.

20. BRIEF NOTICE INVITING E-TENDERS

General Manager, Expotech Division, RITES Limited invites on line- ~~item rate~~/percentage rate/~~item rate + percentage rate~~/lump sum bids **on Single/Two/Three Packet System** for the following work. No other mode of submission shall be accepted.

Sr. No.	NIT No.	Name of Work & Location	Cost of Tender Document	Earnest Money Deposit	Last Date & time of submission of bid, EMD / Bid Security Declaration, cost of tender document and other Documents as specified in the Press Notice	Time & Date of opening of bid
1	2	3	4	5	6	7
1	2022/RITES /EXPO/ Insurance/ 1122	Purchase of Comprehensive Insurance Policy (Open Cover / Specific Policy) for Railway Rolling Stocks, Spare Parts, Machinery & Plant and Engineering goods for export/import to/from various destinations throughout the world for a period of two years.	NIL	NIL	28.11.2022 at 11:00 Hrs	28.11.2022 at 11:30 Hrs

- 21.** The bid document consisting of tender drawings, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen on CPP Portal <https://etenders.gov.in> free of cost.
- 22.** After submission of the bid the bidder can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
- 23.** While submitting the revised / modified financial bid, the bidder can revise / modify the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
- 24. The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:**
- The bidder is found ineligible.
 - The bidder does not upload all the documents (including GST registration) as stipulated in the bid document including the undertaking about deposition of physical EMD and Cost of Tender Document of the scanned copy of EMD and Cost of Tender Document uploaded.
 - If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.

- d) The bidder does not deposit physical instruments / documents 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=page> manual kit.
26. The intending bidder must have valid Class-III digital signature to submit the bid.
27. On opening date, the bidder can login and see the bid opening process. After opening of bids, he will be able to view competitor bid documents.
28. **List of Documents to be scanned and uploaded within the period of bid submission (as applicable): -**
1. ~~Banker's Cheque/ Pay Order/ Demand Draft towards cost of Tender Document in accordance with Clause 7.0 (f) herein before~~

OR

 - ~~Document in support of exemption from payment of cost of Tender Document and Udyog Aadhar Memorandum (UAM) number.~~
 2. Submit BID Security Declaration in the form at given at Annexure-XII and ~~Document in support of exemption from payment of EMD and Udyog Aadhar Memorandum (UAM) number~~

OR

 - ~~Banker's Cheque / Pay Order/ Demand Draft towards Earnest Money Deposit (EMD) in accordance with Clause 9 herein before~~
 3. Authority to Sign (Power of attorney) in the format given at Annexure –III/Annexure-IV as applicable.
 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 favor 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.

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.

ANNEXURE-I: QUALIFICATION CRITERIA

1 QUALIFICATION CRITERIA

(a) Insurance companies having valid IRDAI License are allowed to participate in Bid. Broker, Agents etc are not allowed.

(b) Similar Works Experience

The Bidder should have satisfactorily provided Insurance Services, one similar work (Cumulative of all insurance premiums, under a single contract) of approx. Rs 34.32 Lakh

OR

at least two similar works (Cumulative of all insurance premiums, under a single contract) each of minimum value of Rs. 21.45 Lakh

OR

at least three similar works (Cumulative of all insurance premiums, under a single contract) each of minimum value of Rs. 17.16 Lakh

during the last 7 (Seven) years prior to the last stipulated date for submission of the Bid. Works completed prior to the cut-off date shall not be considered.

All above value are exclusive of GST.

Similar Work

Similar Work shall mean the work of **“Providing Comprehensive Insurance Policy (Open Cover / Specific Policy) for Government organization / Govt. PSU, under a single contract”**.

For the purpose of establishing the value of the said Similar Work, **“Cumulative of insurance premiums of Comprehensive Insurance Policies (Open Cover / Specific Policy) for Government organization / Govt. PSU carried out under a single contract”**, shall be considered. Bidder should submit copy of Contract/PO and copy of policies/receipts or Work certificate from Contract/PO issuing authority specifying the cumulative value of policies.

Notes:

- (i) The Bidder should submit the details of such similar completed works as per the format at Proforma-1 enclosed.
- (ii) The cutoff date shall be calculated backwards from the last stipulated date for submission/opening of Tender i.e. for a Tender which is being opened on 06.08.2014, the cut-off date shall be 07.08.2007.

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 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) Non submission of all the supporting documents or not furnished the relevant details as per the prescribed format.
- f) A declaration to the above effect in the form of affidavit on stamp paper of Rs.10/-duly attested by Notary/Magistrate should be submitted as per format given in Proforma3 enclosed.

Not Applicable

**Proforma - 1: LIST OF SIMILAR WORKS SATISFYING QUALIFICATION CRITERIA
COMPLETED DURING LAST SEVEN YEARS**

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

SEAL AND SIGNATURE OF THE BIDDER

Note:

1. In support of having completed above works, attach **self-attested copies of the LOA/Work order/PO along with copy of issued policies/receipts and completion certificate** from the owner/client or Executing Agency/Consultant appointed by Owner/Client indicating the name of work, the description of work done by the Bidder, date of start, date of completion (contractual & actual) and contract value as awarded and as executed by the Bidder. "Contract Value" shall mean gross value of the completed work including cost of materials supplied by the Owner/Client but excluding those supplied free of cost.
2. Only similar works completed during the last 7 years prior to the last stipulated date for submission of Bid, which meet the Qualification Criterion need be included in this list.
3. Only those works mentioned in Annexure IX shall be given in this Proforma.

----- 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 understood the work and other relevant requirements connected with the work of Providing Insurance for Govt. Organization / Govt. PSU.
- 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 instrument of 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 OFTHE BIDDER
Signing this document

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

(On each firm's Letter Head)

From

.....
.....

To

RITES Ltd.

.....

Dear Sir,

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

We wish to conform that our company/firm (delete as appropriate) has formed a Joint Venture with (insert names of all other members of the group) for purposes associated with your Tender No (Members who are not the Lead Member of the Joint Venture should add the following paragraph) *

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

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

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

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

The precise responsibility of the Lead Member and other Members of the Joint Venture in respect of planning, design, construction equipment, key personnel, work execution and [40] financing of the Work including Percentage of financial participation by each Member will be as indicated in the Annexure. These shall not be varied/ modified subsequently without your prior approval.

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

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

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

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

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

We affirm that the Integrity Pact with the Employer in the format at Annexure VI (if applicable) shall be signed by the Lead Member duly witnessed, on behalf of the Joint Venture. All Members including the Lead Member shall comply with the provision in the Integrity Pact and any violation of the Integrity Pact by any Member shall be construed as violation by the Joint Venture.

Encl: Annexure.

Yours faithfully,

Signature

(Name of Signatory)

(Capacity of Signatory)

Seal

Witness 1

Witness 2

Name

Name

Address

Address

Occupation

Occupation

Note:

- 1. To be executed by each Member of the Joint Venture

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.

(Add in the case of a Joint Venture)

Our firm is a Member/Lead Member of the Joint Venture of _____, _____ and _____

Dated this the _____ day of _____ 20____

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

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

(Strike out whichever is not applicable)*

Seal of firm/ Company

Witness 1:

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 POWER OF ATTORNEY TO LEAD MEMBER OF JOINT VENTURE

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

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

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

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

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

Dated this the _____ day of _____ 20 __

_____ (Signature and Name in Block letters of *All the Partners of the firm / * Authorised Signatory for the Company)

(* Strike out whichever is not applicable)

Seal of firm / Company

Witness 1

Witness 2

Name:

Name:

Address:

Address:

Occupation:

Occupation:

Notes:

- To be executed by all the members individually, in case of a JV.
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

----- Not Applicable -----

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 in to the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- iv) 'Banning Committee' shall mean a Committee constituted for the purpose of these guidelines by the competent authority. The members of this Committee shall not, at any

stage, be connected with the tendering process under reference.

4. Initiation of Banning/Suspension

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

5. Suspension of Business Dealings

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

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

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

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

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

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

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

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

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of 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 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 all facts and circumstances of the case. A final decision on forfeiture or otherwise of the EMD and for Company-wide banning or otherwise shall be taken by the Competent Authority. The Competent Authority may consider and pass an appropriate speaking order:

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

8.4 The decision should be communicated to the Agency concerned along with a reasoned order. If it is decided to ban business dealings, the period for which the ban would be operative may be mentioned.

9. Appeal against the Decision of the Competent Authority

9.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

9.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

10. Review of the Decision by the Competent Authority

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

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

11.1 Depending upon the gravity of misconduct established, the Competent Authority of RITES may circulate the names of Agency with whom business dealings have been banned, to the Ministry of Railways and PSUs of Railways, for such action as they deem appropriate.

11.2 If Ministry of Railways or a Public Sector Undertaking of Railways request for more information about the Agency with whom business dealings have been banned a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority/Appellate Authority may be supplied.

12. Restoration

12.1 The validity of the banning order shall be for a specific time & on expiry of the same, the banning order shall be considered as "withdrawn".

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

ANNEXURE – VII: MANDATE FORM

RITES Limited

.....

Dear Sir

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

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

(TO BE FILLED IN CAPITAL LETTERS)

1	NAME OF THE BENEFICIARY	
2	ADDRESS WITH PIN CODE	
3	(A) TELEPHONE NO. WITH STD CODE	
	(B) MOBILE NO.	
4	BANK PARTICULARS	
A	BANK NAME	
B	BANK TELEPHONE NO. WITH STD CODE	
C	BRANCH ADDRESS WITH PIN CODE	
D	BANK FAX NO. WITH STD CODE	
E	11 CHARACTER IFSC CODE OF THE BANK (EITHER ENCLOSE A CANCELLED CHEQUE OR OBTAIN BANK CERTIFICATE AS APPENDED)	
F	BANK ACCOUNT NUMBER AS APPEARING IN THE CHEQUE BOOK	
G	BANK ACCOUNT TYPE (TICK ONE)	SAVING/CURRENT/LOAN CASH CREDIT/OTHERS
H	IF OTHERS, SPECIFY	
5	PERMANENT ACCOUNT NUMBER (PAN)	
6	E-MAIL ADDRESS	

I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit, it not effected at all for reasons of incomplete or incorrect information, I / We would not hold RITES 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

Not Applicable

ANNEXURE – IX: PRE-QUALIFICATION PROFORMA

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
Bid Security Declaration/ 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	Self-attested copies of Appendix 1 with supporting documents		
2	Declaration by the Bidder as per Proforma-3		
3	Self-attested copy of Partnership Deed/Memorandum and Articles of Association of the Firm		
4	Self-attested copy of Written Power of Attorney of the signatory of the Tender on behalf of the tenderer. (Annexure-III or Annexure-III and Annexure IV as applicable)		
5	List of work satisfying qualification criterion completed during the last 5years as per Proforma-1		
6	Integrity Pact as per Annexure-VI		
7	Self-attested copy of Guidelines on Banning of Business Dealings as per Annexure-A		
8	Self-attested copy of Corrigendum / Minutes of Pre-Bid Meeting, if any.		
9	RTGS/NEFT details as per Annexure- VII		
10	Self-attested copy of GST Registration Certificate		

11	Self-certified copy of the Joint Venture Agreement/Memorandum of Understanding as per Annexure II & Annexure IV (where Joint Venture is allowed).		
12	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).		
13	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).		

-----Not Applicable-----

-----Not Applicable-----

ANNEXURE – XII- BID SECURITY DECLARATION

(Affidavit on No-judicial Stamp Paper of Rs.10/- duly attested Notary Magistrate)

Date :

Tender No.

To

RITES Ltd.

.....

I/We, the undersigned declare that:

I/We understand that, according to your tender conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from participating for any tender of RITES Ltd., for a period up to two years from the date of issue of LOA, if I am / We are in a breach of any obligation under the tender conditions, because I/We

- a) Have withdrawn/modified/amended, impair or derogates from Bid in any respect during the period of bid validity of your bid; or
- b) Fail or refuse 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 specified in Schedule F after the date of issue of Letter of Acceptance or from the date of handing over the site, whichever is later.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/ We are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder, or (ii) thirty days after expiration of the validity of my/our Bid.

SEAL, SIGNATURES & NAME OF THE BIDDER
Signing this document

~~(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid).~~

----- Not Applicable -----

SECTION – 3 - SPECIAL CONDITIONS

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

1. DEFINITIONS AND INTERPRETATION:

- i) The "Purchaser" means RITES Limited, Gurgaon (A Government of India Enterprise) having its Registered Office at SCOPE Minar, Laxmi Nagar, New Delhi-110092 and Corporate Office at RITES Bhawan, Plot No 1, Sector-29, Gurgaon – 122 001.
- 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 / Insurance provider company / Successful Bidder" means the person, firm or company with whom the order or contract for the work 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 materials or services to be used for execution of the Contract;
- 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) "Letter of Acceptance" (LOA) of offer means the letter, communicating to the successful bidder, the acceptance of his offer, subject to submission of Performance Guarantee;
- viii) "Consignee" means the person specified in the acceptance of bid, to whom the export consignment is to be handed over.
- ix) "Consignment" means the goods specified in the contract, which the Contractor has agreed to transport and export under the contract;
- x) "Drawing" means the drawing or drawings specified in the Special Conditions of Contract or annexed to the specifications;
- xi) "Government" means the Central Government or a State Government as the case may be;
- xii) "Material" means anything used for the execution of the contract;

- xiii) The execution of the contract shall be deemed to take place on completion of road transportation, ocean freighting and export of the consignment, in accordance with the contract, to the consignee at the designated premises.

2. SCOPE OF WORK

- 2.1 The scope of work under this contract to be carried out by the Insurance provider company shall consist of "Providing Comprehensive Insurance Policy (Open Cover / Specific Policy) for Railway Rolling Stocks, Spare Parts, Machinery & Plant and Engineering goods for export/import to/from various destinations throughout the world for a period of two years."
- 2.2 RITES Ltd. an ISO 9000 company is a Government of India Enterprise under Ministry of Railways. RITES is registered as 'Merchant Exporter' and is mainly in the field of export of Railway Rolling Stock (locomotives & coaches), Rolling Stock Spares and Accessories, Railway Material, Engineering Goods, Machinery & Plant, Equipment etc. A large volume of export is carried out as Break-Bulk/Containerized/LCL by 'Sea'/Rail/Road/AIR to various destinations/countries against LC, TT, Free Warranty Replacement and Free Trading Samples. The goods are supplied both against outright sale as well as on lease basis. Also items are imported / brought to India for repairs, fitment as sub-assembly on the main equipment and re-exported. RITES hereby invites sealed quotations as per attached Proforma 'A' for Comprehensive Insurance Policy (Open Cover / Specific Policy) for the following Risk Coverage for export/import of goods to/from various destinations by various modes i.e. road, rail, air and sea.
- 2.3 Following Risk Coverage shall be provided by Insurance Provider Company:
- 2.3.1 Comprehensive Transit Insurance Cover for goods dispatched by any mode and from anywhere in India to anywhere in India (supplier's premises/factory/warehouse to RITES nominated workshops/sheds/warehouse) - **Marine/Transit ALL RISK Cover, SRCC (Strike, Riots & Civil Commotion) and War.**
- 2.3.2 Comprehensive Insurance Cover for goods stored in RITES and or Insurance provider company's warehouse - Fire (Standard) / Burglary, House Breaking and Theft.
- 2.3.3 Comprehensive Transit Insurance Cover for transportation of goods from anywhere in India (supplier's premises/factory/warehouse, RITES/Insurance provider company's warehouse etc.) to anywhere in India (Port / Airport / Land Custom Station) till loading on the vessel/truck /trailer/rail/aircraft etc. (FOB/FCA contracts) - **Marine/Transit (including storage at port / dock) ALL RISK Cover, SRCC (Strike, Riots & Civil Commotion) and War.**
- 2.3.4 Comprehensive Transit Insurance Cover for goods dispatched from anywhere in India till unloading in the client's country's Port/Airport/Land Custom Station / Client Premises / Client warehouse (CIF/CIP Contracts) - **Marine/Transit (including storage at port / dock) ALL RISK Cover and SRCC (Strike, Riots & Civil Commotion) and War.**
- 2.3.5 Comprehensive Transit Insurance Cover for goods dispatched from any supplier country's Port/Airport/Land Custom Station till unloading in RITES nominated workshop/shed/warehouse in India (FOB/FCA contracts) -**Marine/Transit (including**

storage at port / dock) ALL RISK Cover and SRCC (Strike, Riots & Civil Commotion) and War.

2.4 The premium shall be paid against Specific Policy.

Specific Policy: In case of Specific Policy with respect to specific dispatch the premium for insurance cover shall be paid in advance separately against each Invoice. The amount of premium for each shipment or insurance cover shall be paid separately. The insurance company on submission of dispatch particulars (viz. copy of Bill of Lading / Airway Bill, Railway receipt or consignment note) shall issue separate policy / certificate for each instance.

2.5 There shall be neither be any provision of policy excess nor of any other deductible in the insurance policies issued under the open cover.

2.6 There shall be provision of 'Per Bottom Limit' upto INR 100,00,00,000/- and provision of 'Per Location Limit' upto INR 100,00,00,000/- for the insurance policies issued under the open cover. For shipments exceeding these limits, prior notice shall be given to the company.

2.7 The insurance cover shall normally be upto 110% of Invoice value and / or the total value of the sum to be insured against each / any of the five options given above clause 2.3.

2.8 When there is stipulation in Contract or LC, RITES may ask Insurance Company to also mention amount insured in International Currency in addition to amount insured in Indian Rupees.

2.9 When there is stipulation in Contract or LC, RITES may ask Insurance Company to allow filing of claims in client country or outside India.

2.10 In case of any claim against clause 2 as above the settlement claim shall be for full cost of the equipment, transportation handling, liability towards Excise Duty and Sales Tax, Cost of Insurance, overheads etc. and are to be paid to RITES Limited.

2.11 The Insurance Company shall witness the dispatch or inspection if needed as per LC terms and sign related documents accordingly.

2.12 RITES shall inform to the Insurance Provider company for any transportation / shipment case wise & deposit the premium amount for issuing of insurance policy. On receipt of premium the Insurance Provider company should issue receipt of the same.

2.13 RITES majority of consignments are CIF and FOB so weightage of activity 3 and 4 shall be given 40% each while other activities 1, 2 & 5, weightage shall be given as 10 %, 5% & 5% respectively due to not very regular utilization. The requirement of these activities may however can come any time over next year during shipment.

2.14 The evaluation of bids shall be done considering bidders premium based on percentage quoted by them for a tentative value of contract is Rs. 780 Cr. Activity 3 and 4 shall be given 40% weightage each while other activities 1, 2 & 5 shall be given 10%, 5% & 5% weightage respectively.

3. DELIVERABLES AND PRICE SCHEDULE

The Price Schedule for the Deliverables under the Contract, in terms of the Scope of Work, as given at Clause 2 above, would be as per the table below. It may be noted that the deliverables given in the table below are indicative and not exhaustive.

The total price quoted in the price schedule shall include all deliverables required for successful execution of the contract and no extra payment / reimbursement of any kind, would be made and payment shall be made only as per the prices quoted in the price schedule below:-

S.No.	Risk Coverage	Rate in % of (Sum Insured)
1.	Comprehensive Transit Insurance Cover for goods dispatched by any mode and from anywhere in India to anywhere in India (supplier's premises/factory/warehouse to RITES nominated workshops/sheds/warehouse) - Marine/Transit ALL RISK Cover, SRCC (Strike, Riots & Civil Commotion) and War.	
2.	Comprehensive Insurance Cover for goods stored in RITES and or Insurance provider company 's warehouse - Fire (Standard) / Burglary, House Breaking and Theft	
3.	Comprehensive Transit Insurance Cover for transportation of goods from anywhere in India (supplier's premises/factory/warehouse, RITES/Insurance provider company 's warehouse etc.) to anywhere in India (Port / Airport / Land Custom Station) till loading on the vessel/truck /trailer/rail/aircraft etc. (FOB/FCA contracts) - Marine/Transit (including storage at port / dock) ALL RISK Cover, SRCC (Strike, Riots & Civil Commotion) and War.	
4.	Comprehensive Transit Insurance Cover for goods dispatched from anywhere in India till unloading in the client's country's Port/Airport/Land Custom Station / Client Premises / Client warehouse (CIF/CIP Contracts) - Marine/Transit (including storage at port / dock) ALL RISK Cover, SRCC (Strike, Riots & Civil Commotion) and War.	
5.	Comprehensive Transit Insurance Cover for goods dispatched from any supplier country's Port/Airport/Land Custom Station till unloading in RITES nominated workshop/shed/warehouse in India (FOB/FCA contracts) - Marine/Transit (including storage at port / dock) ALL RISK Cover, SRCC (Strike, Riots & Civil Commotion) and War	

NOTE :

- The evaluation of bids shall be done considering bidders premium based on percentage quoted by them for a tentative value of contract is Rs. 780 Cr. Based on past experience, RITES majority of consignments are CIF and FOB so weightage of activity 3 and 4 shall be given 40% each while other activities 1, 2 & 5, weightage shall be given as 10 %, 5% & 5% respectively due to not very

regular utilization. The requirement of these activities may however can come any time over next year during shipment.

- There shall be neither be any provision of 'Policy Excess' nor of any other deductible in the insurance policies issued under the open cover.
- There shall be provision of 'Per Bottom Limit' upto INR 100,00,00,000/- and provision of 'Per Location Limit' upto INR 100,00,00,000/- for the insurance policies issued under the open cover. For shipments exceeding these limits, prior notice shall be given to the company.

4. OTHER TERMS AND CONDITIONS

- 4.1 The payment towards premium shall be made in Indian Rupees through RTGS/NEFT or A/c payee cheque.
- 4.2 The period of contract shall be for two years from the date of issue of PO.
- 4.3 Settlement of claims will be at New Delhi / Gurgaon and beneficiary shall be RITES Limited.

5. CONSIGNEE: Not Applicable

6. PRICE AND TAXES:

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

- a) 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.
- b) 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.
- c) Tenderers must submit their offers/e-Bids on fixed price basis, that is, the quoted prices should be firm and not subject to any variation, otherwise the offer shall be summarily rejected.
- d) Taxes (GST) as applicable shall be reimbursed as per actual on production of documentary evidence.
- e) 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.

- f) 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.

7. CURRENCY

7.1 The prices should be stated only in INR as applicable and as given in the Financial Bid.

7.2 All payments shall be made in INR.

8. 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.

9. FAILURE AND TERMINATION:

If the Contractor fails to carry out the Contract or any part of it, within the period fixed for such completion 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 a sum equivalent to one and a half percent (1-1/2 %) of the contract price for the consignment, which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended, for each day of delivery, subject to a maximum of 10% (ten percent) of value of the delayed supplies; or
- b) Cancel the contract or a portion thereof by imposing liquidated damage @ 10% of the outstanding value of contract after adjusting the Performance Bank Guarantee.
- c) RITES Ltd. reserves the right to reject or accept any or all the offer(s), without assigning any reason whatsoever thereof.

10. EXTENSION OF TIME FOR DELIVERY:

If such failure as in the aforesaid clause 09 above of special conditions shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser shall allow such additional time as he considers to be justified by the circumstances of the case, and shall forgo the whole or such part, as he may consider reasonable of his claim for such loss or damage as aforesaid. Any failure or delay on the part of Sub Contractor shall not be admitted as a reasonable ground for any extension of time or for exempting the Contractor from liability for any such loss or damage as aforesaid. The validity of contract awarded may extend on willingness of both parties on same price and terms & condition.

~~11. 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 07 days from the date of issue of Letter of Acceptance. This period can be further~~

~~extended by RITES Ltd. up to a maximum period of 15 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 Bonds of any Scheduled Commercial Bank in India in accordance with the form given at Annexure 'A'. 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 Employer to make good the deficit.~~
- ~~c) If the Contractor, having been called upon by the Purchaser to furnish Performance Guarantee fails to furnish the same, it shall be lawful for the Purchaser.
 - ~~i) to recover from Contractor the amount of Performance Guarantee by deducting the amount from the pending bills of the Contractor under any contract with the Purchaser or the Government or any person contracting through the Purchaser or otherwise howsoever, or~~
 - ~~ii) to cancel the contract or any part thereof.~~~~
- ~~d) On the performance and completion of the contract in all respects, the Performance Guarantee will be returned to the Contractor without any interest.~~
- ~~e) 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.~~
- ~~f) 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 completion of all obligations under the contract 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 Contractor provided that before the expiry of the date of validity of the Performance Guarantee 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.~~

~~g) 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.~~

~~h) 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.~~

~~i) The Purchaser will release the Performance Guarantee without any interest to the Contractor, not later than 60 days following completion of all the performance obligations by the Contractor, including the Warranty obligations.~~

~~**Note:** In order to have a secure IT enabled verification of BGs from system of issuing Bank to RITES using SFMS facility through Indian Bank, to confirm existing BGs through SFMS platform following particulars of Bank has to be follow.~~

~~a. Bank Guarantee issued by issuing Bank must be routed through SFMS plate from and IFN 760 must be sent from BG issuing Bank to Indian Bank.~~

~~b. The Insurance provider company /contractor shall submit to RITES Limited the copy of SFMS message as sent by issuing Bank branch along with the original Bank Guarantee.~~

~~c. Bank Details are as follows:~~

~~i. Bank Address: Indian Bank, GF-3 Block B, Vipul Square, Sushant Lok, Phase-1, Guragon.~~

~~ii. Bank Account No.: 6597266376~~

~~iii. Branch IFSC: IDIB000S149~~

~~iv. Branch MICR Code: 110019038~~

~~The Purchaser will release the Performance Guarantee, without any interest to the Contractor, not later than 60 days following completion of all the performance obligations by the Contractor, including the Warranty obligations.~~

12. PAYMENT AUTHORITY

The payment against this contract shall be made by the RITES Limited through General Manager, Expotech Division, RITES Limited. Any taxes including Income tax required to be deducted at source shall be deducted and a certificate to that effect shall be issued to the contractor as prescribed under the rules.

13. PAYMENT TERMS

The standard payment terms will be as under:

- i. RITES will make payment after deducting penalty charges/LD (if any) after successful completion of work, handing over all the required documents and submission of bills by the Contractor.
- ii. Some activities mentioned in price schedule are optional and shall be payable only in case they are used. Quantities of items may increase and the payment shall be made for the increased actual utilized quantity.

- iii. GST and stamp duty shall be paid extra, as applicable.
- iv. Govt. duties like TDS, shall be deducted as per income tax rules and GST input credit shall be passed to RITES.
- v. All payments shall be made in Indian Rupees by NEFT.
- vi. All the bills and invoices of third party should be raised in the name of Insurance Provider Company. Insurance Provider Company should pass GST credit to RITES limited.
- vii. In case of any damage to the consignment and lost of the consignment, full amount of the lost/ damage item shall be recovered from the bill of Insurance provider company and the BG shall be forfeited as per terms & conditions of this tender.

14. 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.

15. QUANTITY VARIATION:

Since the works is depends upon the rates given by policy provider for each and every activity, arising of which depends upon the movement of material by rail/road/sea/air transportation/export/import etc. Therefore, Quantity variation clause shall be as actual arising within validity for LOA/WO.

16. CORRESPONDENCE

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

General Manager (Expotech)
RITES Limited, RITES Office Complex-I, 2ndFloor Left wing,
Plot No. 1, Sector 29
Gurgaon - 122001, Haryana, INDIA
0124-2818251

17. FORCE MAJEURE CLAUSE

- a) If at any time during the continuance of the contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons

beyond the control of the supplier, such as, but not restricted to, reasons of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes (hereinafter referred to as such acts) provided notice in writing of happening of any such event is given by either party to the other within 21 days from the date of occurrence with reasonable evidence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive. Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such act or event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the Purchaser shall be at liberty to take over from the Contractor at a price to be fixed by Purchaser, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the Contractor at the time of such termination or such portion thereof as the Purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the Purchaser elect to retain.

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

SECTION – 4
PROFORMA OF SCHEDULES

SECTION 4 - PROFORMA OF SCHEDULES

Not Applicable

SECTION- 5
TECHNICAL SPECIFICATIONS

SECTION 5 -TECHNICAL SPECIFICATIONS

Not Applicable

SECTION – 6 - LIST OF DRAWINGS ENCLOSED

Not Applicable

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 6 of Section 3: Special Conditions;

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