

SECTION 1

NOTICE INVITING TENDER AND INSTRUCTIONS TO TENDERERS

1.0 GENERAL

1.1 Tender Notice

Tenders are invited by RITES Ltd., a Public Sector Enterprise under the Ministry of Railways, acting for and on behalf of _____ (Employer) as an Agent/Power of Attorney Holder, from working contractors (including contractors who have executed works within the last five years reckoned from the scheduled date of opening of tender) of Railways, CPWD, MES, DOT, RITES, State PWD or any other Central / State Government Undertaking, Municipal Body, Autonomous Body of Central/State Governments or Public Ltd., Co. listed on BSE/NSE for the work of

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

1.2 Estimated Cost of Work

The work is estimated to cost Rs._____ (Rupees _____). This Estimate, however, is given merely as a rough guide.

1.3 Time for Completion

The time allowed for completion will be _____ months from the date of start with the date of start as defined in Schedule F under Clause 5.1a of Clauses of Contract.

1.4 Brief Scope of Work _____

1.5 Availability of Site

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

2.0 QUALIFICATION CRITERIA TO BE SATISFIED

2.1 The Qualification Criteria to be satisfied are given at **Annexure I** enclosed.

2.2 The Qualification Criteria to be satisfied will depend on the category of works, whether Normal or Large. Normal Works are those costing upto Rs.30 Crores each and Large Works are those costing more than Rs.30 Crores. The work for which the Tender is being invited falls under the category of *Normal / *Large.
(* *Strike out whichever is not applicable*)

2.3 The Qualification Criteria to be satisfied will also depend on whether the Work falls in Normal area or Difficult area. Difficult area includes North East States, Jammu & Kashmir, Jharkhand, Chattisgarh and Andaman & Nicobar Islands. Normal area covers all areas other than Difficult area. The work for which this Tender has been invited falls under *Normal / *Difficult area. (**Strike out whichever is not applicable*).

2.4 In this Tender Joint Venture is * allowed / *not allowed.
(*Strike out whichever is not applicable).

Conditions pertaining to Joint Venture are given below:

- a) If JV is successful in the Bid, the Contract will be awarded in the name of JV. The JV Agreement should be executed within 15 days of receipt of Letter of Acceptance and the JV Agreement duly registered in accordance with law so as to be legally valid and binding on the members. The JV shall also open a Bank account in the name of JV and all payments due to the JV shall be credited by the Employer to that account only. To facilitate statutory deductions such as towards Income Tax, VAT etc. made from the amounts due to the JV being credited to the concerned Government Departments, the JV shall arrange to obtain in the name of JV, PAN/TIN etc as required.
- b) Bid submitted by a Joint Venture of two or more firms as Partners/Members shall be accompanied by the following documents :
 - i) A copy of Joint Venture MOU/Agreement duly notarized so as to be legally valid and binding on all the Partners/Members and incorporating the following provisions (Suggested format at **Annexure III**):
 - The Bid and, in case of a successful Bid, the Agreement shall be signed so as to be legally binding on all Partners/Members.
 - One of the Partners/Members shall be nominated as being in charge and this authorization shall be evidenced by submitting Power of Attorney signed by legally authorized signatories of all the Partners/Members.
 - The Partner-in-charge/Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners/members of the Joint Venture and the entire execution of the Contract, shall be done exclusively with the Partner in charge.
 - All the partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization through a Power of Attorney in favour of the Partner-in-charge/Lead Member as well as in the Bid and in the Agreement (in case of a successful bid).
 - Indication of the precise responsibility of all Partners/Members of the Joint Venture in respect of planning, design, construction equipment, key personnel, work execution and financing of the Project duly indicating the percentage in financing of JV by each Partner.
 - In the case of Large Works, the maximum number of Partners can be only three and the Partner-in-Charge/Lead Member shall have more than 50% participation in financing of the JV and the other Members minimum 20% participation in financing of JV. In case of `Normal Works`, the Partner-in-Charge/Lead Partner shall be responsible for 100% financing of the J.V.
 - All partners/members of the JV shall comply with the provisions in the Integrity Pact and any violation of the Pact by any partner/member shall be construed as a violation by the JV.

ii) Power of Attorney in favour of the Partner-in-charge/Lead Member on the lines mentioned in item “a” above.(Suggested format at **Annexure V**).

2.5 The documents to be furnished by the Bidder to prove that he is satisfying the Qualification Criteria laid down should all be in the Bidder’s name, except in cases where though the name has changed, the owners continued to remain the same and in cases of amalgamation of entities.

3.0 FORMAT AND CHECK LIST FOR SUBMISSION OF INFORMATION ON QUALIFICATION CRITERIA

3.1 Other than Joint Ventures

The Tenderer shall furnish a Letter of Transmittal as given in **Annexure II A** enclosing the documents mentioned therein/listed in para 1(a) of **Annexure IA**.

3.2 Joint Ventures (For Large Works)

The Partner in charge / Lead member shall furnish a Letter of Transmittal as given in **Annexure II B (L)** enclosing the documents mentioned therein/listed in para 1(b) of **Annexure I A**.

3.3 Joint ventures (For Normal Works)

The Partner in charge / Lead Member shall furnish a Letter of Transmittal as given in **Annexure II B (N)** enclosing the documents mentioned therein/listed in para 1(c) of **Annexure I A**.

(Note:- Tender document approving authority to delete Sub Para 3.2 or 3.3 or both as applicable.)

4.0 CONTENTS OF TENDER DOCUMENT

4.1 Each set of Tender or Bidding Document will comprise the Documents listed below and addenda issued in accordance with para 7 :

PART – 1 :- Technical Bid Packet

(Read with Correction Slip Nos.1 to _____)

Section 1 Notice Inviting Tender and Instructions to Tenderers.

Section 2 Tender and Contract Form.

Section 3 Special Conditions.

Section 4 Schedules A to F

Section 5 Technical Specifications

Section 6 Drawings

PART – 2 :- Financial Bid Packet

Schedule of Quantities (Bill of Quantities)

PART – 3:- General Conditions of Contract

(read with correction Slip Nos. 1 to _____)

- 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 General Conditions of Contract (Compilation of Sections 7 to 11) with upto date correction slips is also available in RITES website <www.rites.com>

5.0 ISSUE OF TENDER DOCUMENT

- 5.1 A complete set of Tender Document (Technical and Financial Bid) described in Para 4.1 above can be seen in the office of the _____ between hours of 11.00 AM and 4.00 PM every day except on Saturdays, Sundays and Public Holidays.
- 5.2 One set of Tender Document may be purchased from the office of _____ from _____ to _____ for a non refundable fee per set of Rs. _____ (Rupees _____ only) in the form of Demand Draft/ Pay Order/ Banker's cheque drawn on any Scheduled Bank payable at _____ in favour of RITES Ltd. _____, on submission of an application.
- 5.3 Tender Documents including drawings can also be downloaded from RITES Website (www.rites.com) and in such a case, the Tenderer shall deposit the cost of tender documents along with submission of tender, failing which his tender shall not be opened. The cost of tender documents shall be deposited in the form of a separate Banker's cheque / Demand Draft / Pay Order and enclosed in the envelope containing the Earnest Money Deposit. The amendments / clarifications to the Tender documents will also be available on the above website. Para 5.2 above may be seen on the Banks whose financial instruments are not acceptable.
- 5.4 Tender Documents downloaded from RITES website shall be considered valid for participating in the tender process. During the scrutiny of downloaded tender document, if any modification / correction etc. is noticed as compared to the original documents posted on the website, the bid submitted by such a Tenderer is liable to be rejected. In case the bid of a Tenderer who has downloaded the document from website is accepted the contract shall be executed in the original / manual tender document issued by the concerned RITES officer.
- 5.5 Clarifications on Tender Documents
- A prospective Tenderer requiring any clarification on the Tender Document may notify _____ (The official nominated for this purpose) in writing or by telefax/ or by E-mail at the following Postal Address/ Fax No./E-mail address: _____

In cases where Pre-Bid Meeting is not proposed to be held, 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 questions raised and clarifications furnished will be uploaded in RITES website without identifying the names of the Bidders who had raised the questions. Any modification of the Tender Document arising out of such clarifications will also be uploaded on RITES website only.

In cases where Pre-Bid Meeting is proposed to be held, provisions in para 6.0 below may be referred to.

6.0 PRE-BID MEETING

- 6.1 The Tenderer or his official representative is invited to attend a pre-bid meeting which will take place at the Office of _____ on _____ at _____.
- 6.2 The Tenderers are required to submit any question in writing or by telefax or by E-mail so as to reach _____ (the official nominated for this purpose) not later than 3 (three) days before the date fixed for the meeting.
- 6.3 The purpose of the meeting will be to clarify issues and to answer supplementary questions on any matter that may be raised at that stage.
- 6.4 Minutes of the meeting including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded on RITES website. Any modifications of the Tender Document which may become necessary as a result of the Pre-bid Meeting shall be made exclusively through the issue of an Addendum / Corrigendum and not through the Minutes of the Pre-Bid Meeting. The Minutes of the Meeting as described above and the Addendum / Corrigendum, if any, will be uploaded on RITES website only.
- 6.5 Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a tenderer.

7.0 AMENDMENT OF TENDER DOCUMENT

- 7.1 Before the deadline for submission of tenders, the Tender Document may be modified by RITES Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.
- 7.2 Addendum/corrigendum, if any, will be hosted on website only and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/corrigendum to the tender document which may be uploaded upto 7 days prior to the deadline for submission of Tender as finally stipulated.
- 7.3 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 as considered necessary by RITES.

8.0 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 for a specified additional period. The request and the tenderer's response shall be made in writing. A Tenderer may refuse the request without forfeiting his Earnest Money. A Tenderer agreeing to the request will not be permitted to modify his Financial Bid to a higher amount but will be required to extend the validity of the Earnest Money for the period of the extension.

9.0 EARNEST MONEY

- 9.1 The Tender should be accompanied by Earnest Money of Rs. _____ (Rupees _____ only) in any of the forms given below:-
Banker's Cheque / Pay Order/ Demand Draft payable at _____, drawn in favour of RITES Ltd.
- 9.2 Any Tender not accompanied by Earnest Money in an acceptable form shall be rejected by the Employer as non-responsive.
- 9.3 Refund of Earnest Money

a) Two Packet System

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 Para 9.4 (b). The Earnest Money of the Tenderers whose Technical Bid is found acceptable but Financial Bid is rejected will be returned without interest within 28 days of the end of Tender Validity Period subject to provisions of Para 9.4 (b).

b) Single Packet System

After evaluation of the Financial Bids, the Earnest Money of unsuccessful Tenderers will be returned without interest within 28 days of the end of Tender Validity Period subject to provisions of Para 9.4 (b).

c) In case of both Two Packet and Single Packet System, the Earnest Money of the successful Tenderer, without any interest, will be adjusted as a part of the Security Deposit payable in terms of provisions in the General Conditions of Contract (Clause 1A of Clauses of Contract).

- 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 statement/information/document furnished by the Tenderer is found to be incorrect or false.
- c) in the case of a successful Tenderer, if the Tenderer
 - i) fails to furnish the Performance Guarantee within the period specified under Clause 1 of “Clauses of Contract”. or
 - ii) fails to commence the work without valid reasons within the period as specified in Schedule F after the date of issue of Letter of Acceptance or from the first date of handing over of the site, whichever is later.

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

10.0 ALTERNATIVE PROPOSALS BY THE TENDERERS

The Tenderers shall submit offers which comply strictly with the requirements of the Tender Document as amended from time to time as indicated in Para 7.0 above. Alternatives or any modifications shall render the Tender invalid.

11.0 SUBMISSION OF TENDER

11.1 Two Packet System and Single Packet System

(a) Two Packet System

The tenderer shall submit the Tender in original in two packets as under:-

PACKET A :- TECHNICAL BID

Envelope 1	Earnest Money & Cost of Tender Document if the bid is submitted on the document downloaded from RITES website
Envelope 2	“Authority to Sign”, ‘Integrity Pact’ (when applicable) and Qualification Information along with all enclosures / documents as per Letter of Transmittal/ Checklist given in Annexure II A/ II B (L)/IIB(N) . As regards “Authority to

Sign” Para 11.2 below may be referred to. As regards ‘Integrity Pact’, para 11.7 below may be referred to.

Technical Bid (Part 1 and Part 3) (Refer Para 4.1) including signature on Tender Form (Section 2) duly witnessed after filling up blanks therein.

Each page of the above documents including all Drawings should bear the dated initials of the Tenderer along with the seal of the Company, in token of confirmation of having understood the Contents.

PACKET B :- FINANCIAL BID

Envelope 3 Schedule/Bill of Quantities.

Each page of the Financial Bid (Part 2 – Refer Para 4.1) should be signed by the Tenderer along with the seal of the company. In the last page of Financial Bid, at the end, the Tenderer should sign in full with the name of the Company, Seal of the Company and Date.

All rates and amounts, both in figures and words, must be written in indelible ink. Each Correction, Cutting, Addition and overwriting should be initialed by the Tenderer.

The rates must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and less and considering more than fifty paise as rupee one. 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.

Instructions contained in subsequent Para 17.6 (a) on “Item rate tender” and 17.6 (b) on “Percentage rate tender” may be carefully studied and complied with.

- b) **Single Packet System** : Both Technical Bid (including signature on Tender Form in Section 2 duly witnessed) and Financial Bid Documents will be submitted in one Packet. Precautions as described above for Two Packet System shall be observed by the tenderers.

11.2 Authority to Sign

- a) If the applicant is an individual, he should sign above his full type written name and current address.
- b) If the applicant is a proprietary firm, the Proprietor should sign above his full type written name and the full name of his firm with its current address.
- c) If the applicant is a firm in partnership, the Documents should be signed by all the partners of the firm above their full type written names and current addresses. Alternatively the Documents should be signed by the person holding Power of Attorney for the firm in the Format at **Annexure IV**.

- 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 IV**.
- 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 V**. The signatory on behalf of such Lead Partner shall be the one holding the Power of Attorney in the Format at **Annexure IV**.

11.3 Items to be kept in mind while furnishing details

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.

11.4 Sealing and Marking of Tenders

11.4.1 Two Packet System

(a) PACKET A – TECHNICAL BID

Envelopes 1 & 2 as described in Para 11.1 (a) above should be sealed separately superscribing “Technical Bid” with Envelope Number, Name of the work and Name of the tenderer. In addition, the following should also be superscribed on the respective envelopes.

- | | |
|------------|--|
| Envelope 1 | <ul style="list-style-type: none"> i) Earnest Money ii) Cost of Tender Document if the Bid is submitted on the document downloaded from RITES website. |
| Envelope 2 | <ul style="list-style-type: none"> i) Authority to Sign, ‘Integrity Pact’ (when applicable as per para 11.7 below) and Qualification Information/ documents as per checklist in Annexure IIA / IIB(L)/ II B (N). ii) Technical Bid including Drawings |

Both the envelopes should be put in a packet which should be sealed. The following should be superscribed on the packet:

- i) Packet A – Technical Bid
- ii) Name of the Work
- iii) Name of the Tenderer

(b) PACKET B – FINANCIAL BID

Envelope 3 – Financial Bid should be put in Packet B which should be sealed. The following should be superscribed on the packet.

- i) Packet B - Financial Bid
- ii) Name of the work
- iii) Name of the tenderer

(c) Both packets A and B should be put inside an outer envelope and sealed. This envelope should be superscribed with the following details:

- i) Tender for (Name of work)
- ii) Tender number
- iii) Date and time of opening of Tender
- iv) From (Name of Tenderer)
- v) Addressed to ---- (RITES Officer inviting the Tender)

11.4.2 Single Packet System

Two envelopes of Technical Bid and one of Financial Bid shall be made out as stipulated in Para 11.4.1 (a) and (b) above with the Name of the work and Name of the Tenderer superscribed on each of the envelopes. All the three envelopes shall be put in a Single Packet which shall be superscribed in the same manner as given in Para 11.4.1 (c) above.

11.4.3 If the envelopes and packets are not superscribed and sealed as indicated in Paras 11.4.1/ 11.4.2 above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

11.5 Deadline for submission of Tender

11.5.1 Tenders must be received by the Employer at the following address not later than _____ Hrs. on _____. In the event of the specified date for the submission of the Tender being

declared a holiday due to Strike/Bandh or on any account by the Employer, the Tenders will be received up to the appointed time on the next working day.

Address for submission of Tender: - - - - -

11.5.2 The Employer may extend the deadline for submission of Tenders by issuing an amendment in writing in accordance with Para 7.3 in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will be subject to new deadline.

11.6 Late Tender / Delayed Tender

Any Tender received by the Employer after the specified date and time of receipt of Tender will be returned unopened to the Tenderer.

11.7 Integrity Pact

- (i) The Bidder/Contractor is required to enter into an Integrity Pact with the Employer, in the Format at **Annexure VIII**. The Integrity Pact enclosed as **Annexure VIII** 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 para 11.7 – Integrity Pact, shall be applicable only when so provided in para 11.7A 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.

11.7A Whether para 11.7 (Integrity Pact) shall be applicable *YES / *NO
**Strike out whichever is not applicable*

If Yes, Name and Address of the Independent External Monitor (In case value of contract is Rs.10 crores or more)

Name, Designation and Address of RITES' Liaison Officer

11.8 Modification and Withdrawal of Bids

11.8.1 Tenderers may modify or withdraw their bids by giving notice in writing before the deadline prescribed in para 11.5 for submission of Bids.

11.8.2 Each modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with paras 11.1, 11.2 and 11.4 with the outer envelopes additionally marked 'Modification' or 'Withdrawal' as appropriate.

The envelopes for modifications on 'Technical Bid' and 'Financial Bid' shall be submitted in separate sealed envelopes and marked as 'Modifications of Technical Bid' or 'Modifications of Financial Bid' as the case may be.

11.8.3 No bid may be modified after the deadline for submission of Bids except as indicated below. If a Bidder makes a suo moto offer of rebate / discount in his Financial Bid after the deadline for submission of Bids, such offer will not be considered for Financial evaluation of Tenders. But if the Tenderer is successful in the Bid based on his original offer without considering the suo moto offer, the rebate / discount offered will be taken into account for incorporation in the Contract Agreement.

11.8.4 Withdrawal or modification of a Bid, subject to provisions in Para 11.8.3 above, after the deadline for submission of Bids shall result in forfeiture of the Earnest Money.

12.0 TENDER OPENING, EVALUATION AND CLARIFICATIONS OF APPLICATIONS

12.1 The Employer will open all the Tenders received (except those received late or delayed) as described in para 12.2/12.3 below, in the presence of the Tenderers or their representatives who choose to attend at ____ Hrs. on _____ in the office of _____. 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 Two Packet System

(a) (i) The PACKET A will be opened and Envelope 1 containing Earnest Money and Cost of Tender Document (where Bid is submitted in the document downloaded from RITES website) of all the Tenderers will be opened first and checked. If the Earnest Money furnished is not for the stipulated amount or is not in an acceptable form and where applicable, the cost of Tender Document has not been enclosed for the correct amount and in an acceptable form, the Envelope 2 of PACKET A (TECHNICAL BID) and PACKET B will be returned to the Tenderer concerned unopened at the time of opening of the Tender itself. The Envelopes 2 of PACKET A (TECHNICAL BID) of other Tenderers who have furnished Earnest Money of correct amount in acceptable form and where applicable the cost of Tender Document for the correct amount and in an acceptable form will then be opened. The Tenderer's name, the presence of Earnest Money and Authority to sign and such other details as the Employer may consider appropriate will be announced by the Employer at the time of

opening of Packet A. PACKET B (FINANCIAL BID) of the Tenderers whose Technical Bids have been accepted for evaluation will be checked to see if the seals are intact. All such PACKETS B will be put in an envelope and sealed. The Employer's official opening the Tender will sign on this envelope and will also take the signatures of preferably atleast two Tenderers or their representatives present. This envelope will be kept in safe custody by the Employer.

- (b) The Employer will scrutinise the Technical Bids accepted for evaluation to determine whether each Tenderer
 - (i) has submitted 'Authority to sign' as per para 11.2 above and Integrity Pact (where applicable) duly signed and witnessed as per para 11.7 above;
 - (ii) meets the Qualification Criteria stipulated in Para 2.0; and
 - (iii) conforms to all terms, conditions and specifications of the Tender Document without any modifications or conditions.
- (c) If required, the Employer may ask any such Tenderer for clarifications on his Technical Bid. The request for clarification and the response from the Tenderer will be in writing. If a Tenderer does not submit the clarification/document requested, by the date and time set in the Employer's request for clarification, the bid of such Tenderer is likely to be rejected. Tenderers whose Technical Bids are not found acceptable will be advised of the same and their Earnest Money and PACKET B (FINANCIAL BID) will be returned unopened. Tenderers whose Technical Bids are found acceptable will be advised accordingly and will also be intimated in writing of the time and date and place where and when the PACKET B (Financial Bid) will be opened.
- (d) At the appointed place, time and date, in the presence of the Tenderers or their representatives who choose to be present, the Employer will open the envelopes containing the PACKET B (FINANCIAL BID). The Tenderer's name, the tender amount quoted and such other details as the Employer may consider appropriate will be announced by the Employer.

12.3 Single Packet System

- (a) Envelope 1 of all the Tenders will be opened first and checked. If the Earnest Money furnished is not for the stipulated amount or is not in an acceptable form and where applicable the Cost of Tender Document has not been furnished for the correct amount and in an acceptable form, the remaining envelopes will be returned to the tenderer concerned unopened at the time of opening of the Tender itself. The Envelopes no. 2 of Technical Bid and no. 3 of Financial Bid of other Tenderers who have furnished Earnest Money and where applicable the Cost of Tender Document, in acceptable form will then be opened. The Tenderer's name, the presence of Earnest Money, the Authority to Sign the Tender, amount quoted and such other details as the Employer may consider appropriate will be announced by the Employer.

13.0 INSPECTION OF SITE BY THE TENDERERS

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

14.0 EMPLOYER'S RIGHT ON ACCEPTANCE OF ANY TENDER

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

15.0 CANVASSING PROHIBITED

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

16.0 EMPLOYER'S RIGHT TO ACCEPT WHOLE OR PART OF THE TENDER

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

17.0 MISCELLANEOUS RULES AND DIRECTIONS

- 17.1 The Tenderer shall not be permitted to tender for works if his near relative is posted as Associated Finance Officer between the grades of AGM(F) and J.M (F) in the concerned

SBU Unit of RITES or as an officer in any capacity between the grades of GGM/GM and Engineer (both inclusive) of the concerned SBU of the Employer. 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 Organisation 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 Use of correcting fluid anywhere in tender document is not permitted. Such tender is liable for rejection.
- 17.4 a) In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the Tenderer in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the Tenderer shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the Tenderer or it does not correspond with the rates written either in figures or in words then the rates quoted by the Tenderer in words shall be taken as correct. Where the rates quoted by the Tenderer in figures and in words tally but the amount is not worked out correctly, the rates quoted by the Tenderer will, unless otherwise provided, be taken as correct and not the amount. In the event that no rate has been quoted for any item(s), leaving space both in figure (s) or word(s) and the amount blank, it will be presumed that the Tenderer has included the cost of this/ these item (s) in other items and rate for such item (s) will be considered as zero and work will be required to be executed accordingly.
- b) In case of percentage Rate Tender only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the Tenderer in percentage rate tender shall be accurately filled in figures and words so that there is no discrepancy. If, for any Schedule in Financial Bid, the total amount has been indicated by the Tenderer and if discrepancy is noticed in the percentages quoted in words and figures, then the percentage which corresponds with the total amount, shall, unless otherwise proved be taken as correct. If the total amount is not worked out or if worked out, it does not correspond with the percentages written either in figures or in words, then the percentage quoted by Tenderer in words shall be taken as correct. When the percentages quoted by the Tenderer in figures and in words tally but the total amount is not worked out correctly, the percentage quoted by the Tenderes shall be taken as correct, unless proved otherwise and the total amount worked out accordingly.

- 17.5 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.
- 17.6 (a) In Item rate Tender, all rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount in each Schedule should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. Rs.2.15 P and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
- (b) In Percentage Rate Tender, the Tenderer shall quote percentage below / above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word "Rs" should be written before the figure rupees and word 'P' after the decimal figures (eg.) Rs.2.15 P and in case of words the word "Rupees" should precede and the word "Paisa" should be written at the end.
- 17.7 Sales-tax/VAT (except Service Tax), purchase tax, turnover tax or any other tax/ Cess on material, labour and Works in respect of this Contract shall be payable by the Contractor and the Employer will not entertain any claim whatsoever in respect of the same. However, in respect of Service Tax, same shall be paid by the Contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the Contractor.
- 17.8 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.
- 17.9 The Contractor shall be fully responsible for all matters arising out of the Performance of the Contract and shall, at his own expense, comply with all laws/ acts/ enactments/ orders/ regulations/ obligations whatsoever of the Government of India, State Government, Local Body and any Statutory Authority.

18.0 SIGNING OF CONTRACT AGREEMENT

- 18.1 The Tenderer whose tender has been accepted will be notified of the award by the Employer by issue of a 'Letter of Acceptance' prior to expiration of the Bid Validity period, in the form at **Annexure VI**.

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

- 18.2 Within the period as specified in Clause 1 of `Clause of Contract`, of the date of issue of Letter of Acceptance, the successful Tenderer shall deliver to the Employer, Performance Guarantee and Additional Performance Guarantee (where applicable) in the format prescribed.
- 18.3 The Tenderer whose Tender is accepted shall be required to submit at his cost stamp papers of appropriate value as per the provisions of Indian Stamp Act within 15 days of the date of issue of Letter of Acceptance.
- 18.4 At the same time the Employer notifies the successful Tenderer that his Tender has been accepted, the Employer will direct him to attend the Employer's office within 28 days of issue of Letter of Acceptance for signing the Agreement in the proforma at **Annexure VII**. The Agreement will however be signed only after the Contractor furnishes Performance Guarantee and Additional Performance Guarantee (where applicable) and hence, where justified, the period of 28 days stipulated above will be extended suitably.

QUALIFYING CRITERIA FOR WORKS CONTRACTS

1. Annual Financial Turnover

The bidder should have achieved a minimum annual financial turnover of Rs._____ in any one of the last 5 Financial Years.

Notes :

- The financial turnover will be taken as given under the head “Income” in audited Profit and Loss Account and excluding non-recurring income, income from other sources and stock. It is clarified that the Financial Turnover means relevant revenue as recorded in the Income side of Profit and Loss Account. It does not mean Profit.
- Closing stocks in whatsoever manner should not form part of turnover.
- Weightage of 5% (compounded annually) shall be given for equating the financial turnover of the previous years to the current year.
- For considering the Financial Years, for example for a work for which the Tender is being opened in Financial Year 2011-12, the last five Financial Years shall be 2010-11, 2009-10, 2008-09, 2007-08 and 2006-07. For a Tender opened on (say) 06.06.11 (F.Y. 2011-12), with weightage of 5% compounded annually, the weightages to be applied on the Turnover of the previous five Financial Years will be : F.Y. 2010-11 = 1.050; F.Y. 2009-10 = 1.103; F.Y. 2008-09 = 1.158; F.Y. 2007-08 = 1.216; F.Y. 2006-07 = 1.276.
- The Bidder should furnish Annual Financial Turnover for each of the last 5 Financial Years in tabular form and give reference of the document (with page no.) relied upon in support of meeting the Qualification Criterion.
- The Bidder should submit self attested copy of Auditor’s Report along with Balance Sheet and Profit and Loss Statement along with Schedules for the relevant Financial Year in which the minimum criterion is met. Provisional audit reports or certified statements will not be accepted.
- If the Audited Balance Sheet for the immediately preceding year is not available in case of tender opened before 30th Sept., audited Balance Sheets, Profit and Loss Statements and other financial statements of the five Financial Years immediately preceding the previous Financial Year may be adopted for evaluating the credentials of the Bidder.
- In case JV is permitted the following provisions will apply:

Large Works

For each Partner, the highest Annual Turnover in any of the last five Financial Years will be considered and the weighted figure for the current Financial Year will be worked out as described in Para 1 (Note 3). This should not be less than the figure arrived at by multiplying the minimum Annual Turnover stipulated for the Bidder in Qualification Criterion multiplied by the percentage of Financial participation by that partner in the JV.

Each partner should satisfy this requirement and thus automatically JV will satisfy the criterion of minimum Annual Turnover.

Normal Works

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

2. **WORK EXPERIENCE**

a) **Similar Works Experience**

(i) **For works in normal areas (other than difficult areas)**

The Bidder should have satisfactorily completed in his own name or proportionate share as a member of a Joint Venture, at least one similar work of minimum value of Rs. ____ OR at least two similar works each of minimum value of Rs. ____ OR at least three similar works each of minimum value of Rs. ____ during the last 5 (five) years prior to the last stipulated date for submission of the Bid. Works completed prior to the cut off date shall not be considered.

Or

(ii) **For works in difficult areas (North East States, J&K, Jharkhand, Chattisgarh and Andaman & Nicobar Islands)**

The Bidder should have satisfactorily completed in his own name or proportionate share as a member of a Joint Venture, at least one similar work of minimum value of Rs. ____ OR at least two similar works each of minimum value of Rs. ____ during the last 5 (five) years prior to the last stipulated date for submission of the Bid. Works completed prior to the cut off date shall not be considered.

(Strike out (i) or (ii) as applicable).

Similar Works

Similar Works shall mean the work of _____

Notes :

- A weightage of 5% (compounded annually from the date of completion of the work to the submission of the Bid) shall be given for equating the value of works of the previous years to the current year.
- Only such works shall be considered where physical completion of entire work is over or commissioning of work has been done, whichever is earlier.

- The Bidder should submit the details of such similar completed works as per the format at **Proforma-1** enclosed. The value of work should be inclusive of the value of free supply items and escalation amount, if any.
- Works carried out by another Contractor on behalf of the Bidder on a back to back basis will not be considered for satisfaction of the Qualification Criterion by the Bidder.
- Credential certificates issued by Govt. Organizations/ Semi Govt. Organizations/ Public Sector Undertakings/ Autonomous bodies of Central/State Governments / Municipal bodies/ Public Ltd. Cos. listed on BSE/NSE shall only be accepted for assessing the eligibility of a Tenderer.
- The cut off 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 06.08.2011, the cut off date shall be 07.08.06.
- In case JV is permitted the following provisions will apply:

Large Works

All the partners shall jointly meet this criterion.

Normal Works

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

b) Construction Experience in key activities/specified components

To qualify for award of the contract, each Bidder in his own name or as a member of a Joint Venture should have, in the last five Years prior to the last stipulated date for submission of the Bid, executed the following key activities in any one work* / more than one work*

(* *Strike out whichever is not applicable*).

.....

(Ideally only very few and that too, specialized components of the work may be specified at the discretion of NIT approving authority).

Notes:

- The work satisfying the criterion for a particular key activity may be different from a work satisfying the criterion for another key activity.
- The Bidder should furnish with his Bid a tabular statement giving contract-wise quantities of key activities / specialised components executed in the last 5 years which meet the Qualification Criterion along with documentary proof in support thereof (indicating page nos.).

- Even if a work has not been completed but if the specified quantity of the key activity has been completed, the same shall be taken into consideration for the purpose of this criterion.
- Any work executed by the Bidder as a member of a Joint Venture will be accepted provided there is documentary proof in support of the same either in the MOU/ Agreement of the JV or in a declaration by the other Members of that JV or the Client confirming that the specialized work was actually executed by the Bidder.
- In case JV is permitted the following provisions will apply:

Large Works

All the partners shall jointly meet this criterion.

Normal Works

Same as for large works.

3. SOLVENCY CERTIFICATE

A Solvency Certificate of minimum solvency of Rs. ____ (suggested format at **Proforma 2**) from a Scheduled Bank issued not earlier than 6 months from the last date for submission of tender is required to be submitted by the bidder. The certificates issued by the following Banks will not be acceptable. (Names of the Banks -----).

Notes:

- The certificate so produced by the Bidder may be got verified from the issuing Bank.
- In case JV is permitted the following provisions will apply:

Large Works

For each Partner, the figure in the Solvency Certificate issued as above in favour of that Partner, should be not less than the minimum Solvency figure stipulated for the Bidder in the Qualification Criterion multiplied by percentage of Financial participation by that Partner in the JV.

Normal Works

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

4. PROFITABILITY

The applicant firm shall be a profit (net) making firm and shall have made profit in each of the two immediately preceding Financial Years and in atleast one out of the three earlier Financial Years.

The Bidder should furnish figures of net profit of last 5 years in a tabular form and submit attested copies of Auditor's Reports along with audited Balance Sheets and Profit and Loss Statements for the last Five Financial Years. In case the firm is profit making for the last three Financial Years continuously, the Bidder may submit the above documents for last three Financial Years only. Specific reference with page no. of document which proves satisfaction of this Qualifying Criterion should be indicated in the tabular statement.

Notes:

- In case JV is permitted, the following provisions will apply:

Large Works

All the partners shall meet individually this criterion.

Normal Works

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

5. POINTS TO NOTE ON SATISFACTION OF QUALIFYING CRITERIA IN CASE OF BOTH LARGE AND NORMAL WORKS

a) Sub-Contractor's Experiences and Resources

Sub-Contractors' Experiences and Resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria.

b) Experiences and Resources of the Parent Company and other subsidiary companies

If the Bidder is a wholly owned subsidiary of a company, the experience and resources of the owner/parent company or its other subsidiaries will not be taken into account. However, if the Bidder is a Company, the Experience and Resources of its subsidiaries will be taken into consideration.

6. DECLARATION BY THE BIDDER

Even though the Bidders may meet the above qualifying criteria, they are subject to be disqualified if they have

- a) Made misleading or false representation in the forms, statements and attachments in proof of the qualification requirements. In such a case, besides Tenderer's liability to action under para 9.4 of Instructions to Tenderers, the Tenderer is liable to face the penalty of banning of business dealings with him by RITES.
- b) Records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

- c) Their business banned or suspended by any Central/State Government Department/ Public Undertaking or Enterprise of Central/State Government.
- d) Not submitted all the supporting documents or not furnished the relevant details as per the prescribed format.

A declaration to the above effect in the form of affidavit on stamp paper of Rs. 10/- duly attested by Notary/Magistrate should be submitted as per format given in **Proforma 3** enclosed.

**LIST OF SIMILAR WORKS SATISFYING QUALIFICATION CRITERION
COMPLETED DURING THE LAST 5 YEARS**

S. No.	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		Value of Materials supplied free by the Client	Date of Start	Date of Completion		Reasons for delay in completion if any	Ref. of document (with page no.) in support of meeting Qualification Criterion
					Awarded	Actual on completion			As per LOA/ Agreement	Actual		

SEAL AND SIGNATURE OF THE BIDDER

Note :

1. In support of having completed above works, attach self attested copies of the completion certificate from the owner/client or Executing Agency / Consultant appointed by owner / Client indicating the name of work, the description of work done by the Bidder, date of start, date of completion (contractual & actual), value of contract as awarded and as executed by the Bidder and value of material supplied free by the client.
2. Such Credential certificates issued by Govt. Organizations/ Semi Govt. Organizations / Public Sector Undertakings / Autonomous bodies of Central or State Government / Municipal Bodies / Public Ltd. Co. listed on BSE/NSE shall only be accepted for assessing the eligibility of a Tenderer.

In case of a Certificate from a Public Limited Co., the Bidder should also submit documentary proof that the Public Ltd. Co., was listed on BSE or NSE when the work was executed for it.

3. Information must be furnished for works carried out by the Bidder in his own name or proportionate share as member of a Joint Venture. In the latter case details of contract value including extent of financial participation by partners in that work should be furnished.
4. If a Bidder has got a work executed through a Subcontractor on a back to back basis, the Bidder cannot include such a work for his satisfying the Qualification Criterion even if the Client has issued a Completion Certificate in favour of that Bidder.
5. Use a separate sheet for each partner in case of a Joint Venture.
6. Only similar works completed during the last 5 years prior to the last stipulated date for submission of Bid, which meet the Qualification Criterion need be included in this list.

**SOLVENCY CERTIFICATE FROM A NATIONALISED
OR A SCHEDULED BANK**

This is to certify that to the best of our knowledge and information, M/s _____, having their registered office at _____, a customer of our Bank, is a reputed company with a good financial standing and can be treated as solvent to the extent of Rs. _____. This certificate is issued without any guarantee or risk and responsibility on the Bank or any of its officers.

Signature with date
Senior Bank Manager (Name of Officer issuing the
Certificate)
Name, address & Seal of the Bank/ Branch

Note:

Banker's Certificate should be on letter head of the Bank.

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 not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- ii) We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- iii) Business has not been banned with us by any Central / State Government Department/ Public Sector Undertaking or Enterprise of Central / State Government.
- iv) We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
- v) 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 Subcontractor on a back to back basis.
- vi) The information and documents submitted with the Tender and those to be submitted subsequently by way of clarifications / making good deficient documents are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- vii) We understand that in case any statement/information/document furnished by us or to be furnished by us in connection with this offer, is found to be incorrect or false, our EMD in full will be forfeited and business dealings will be banned.

SEAL, SIGNATURE & NAME OF THE BIDDER

signing this document

CHECK LIST OF DOCUMENTS TO BE SUBMITTED

1. a) BY BIDDERS OTHER THAN JOINT VENTURES

i) Annual Financial Turnover

- Annual financial turnover for each of the last 5 Financial Years in tabular form.
- Self attested copies of Auditor's Report along with the Balance Sheet and Profit and Loss Statement for the relevant Financial Year in which the minimum criterion is met (Refer Notes under Para 1 of **Annexure I**).

ii) Work Experience

- Similar Work Experience : **Proforma 1 of Annexure I** with details of 1, 2 or 3 works as the case may be, which satisfy requisite qualification criterion with self attested copies of supporting document (Refer Para 2a of **Annexure I**).
- Construction Experience in Key Activities/Specialised Components: Tabular Statement giving contract-wise quantities executed in last 5 years along with documentary proof in support of having met the criterion (Refer Para 2b of **Annexure I**).

iii) Solvency Certificate.

Suggested format at **Proforma 2 of Annexure I** (Refer Para 3 of **Annexure I**)

iv) Profitability

- Net profit of last 5 Financial Years in tabular form.
- Self attested copies of Auditor's Report along with the Balance Sheets and Profit and Loss Statements for last 5 or 3 Financial Years, as the case may be (Refer Para 4 of **Annexure I**).

v) Declaration by Bidder

Proforma 3 (Refer Para 6 of **Annexure I**)

vi) Integrity Pact (where applicable) : duly signed and witnessed in the format at **Annexure VIII** (Refer para 11.7 of NIT & Instructions to Tenderers)

b) BY JOINT VENTURE PARTNERS FOR "LARGE WORKS"

(1) By Partner-in-Charge/Lead Member

- i) JV MOU/Agreement (Refer Para 2.4 of NIT & Instructions to Tenderers)
- ii) Power of Attorney (Refer Para 2.4 of NIT & Instructions to Tenderers)
- iii) Annual Turnover : As in a(i) above
- iv) Work Experience
 - Similar Work Experience : As in (a) (ii) above
 - Construction Experience in Key activities/ specialised components: As in (a) (ii) above.
- v) Solvency Certificate: As in (a) (iii) above.
- vi) Profitability: As in (a) (iv) above.
- vii) Declaration by Bidder: As in (a) (v) above.
- viii) Integrity Pact: : duly signed and witnessed, as in (a) (vi) above.

(2) By Partners other than Partner-in-Charge/Lead Member

- i) Annual Turnover: As in (a) (i) above)
- ii) Work Experience
 - Similar Work Experience : As in (a) (ii) above
 - Construction Experience in Key activities/specialised components: As in (a) (ii) above.
- iii) Solvency Certificate: As in (a) (iii) above .
- iv) Profitability: As in (a) (iv) above.
- vi) Declaration by Bidder: As in (a) (v) above.

c) BY JOINT VENTURE PARTNERS FOR “NORMAL WORKS”

(1) By Partner-in-Charge/Lead Member

- i) JV MOU/Agreement (Refer Para 2.4 of NIT & Instructions to Tenderers)
- ii) Power of Attorney (Refer Para 2.4 of NIT & Instructions to Tenderers)
- iii) Annual Turnover: As in a(i) above – to meet 100 % of requirement as per criterion
- iv) Work Experience
 - Similar Work Experience : As in (a) (ii) above – to meet 100% of requirement as per criterion
 - Construction Experience in Key activities/specialised components: As in (a) (ii) above.
- v) Solvency Certificate : As per (a) (iii) above – To the extent of 100% financial participation
- vi) Profitability : As in (a) (iv) above.
- vii) Declaration by Bidder: As in (a) (v) above.
- viii) Integrity Pact : : duly signed and witnessed, as in (a) (vi) above.

(2) By Partners other than Partner-in-Charge/Lead Member

- i) Work Experience : Construction experience in Key Activities/ Specialised Components : As in (a) (ii) above.
- ii) Declaration by Bidder : As in (a) (v) above.

**QUALIFICATION INFORMATION/CHECKLIST OF DOCUMENTS
--LETTER OF TRANSMITTAL BY OTHER THAN JOINT VENTURES
(on letter head of the Applicant)**

From

To
RITES Ltd. _____
(Authority Inviting Tender)

Sir,

Sub: Submission of Qualification information /documents as per Checklist.

1. I/We hereby submit the following documents in support of my/our satisfying the Qualification Criteria laid down for the work:-
 - a) Self attested copy of a certificate, confirming that the applicant 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.
 - b) Annual Financial Turnover
 - (i) Annual financial turnover for each of the last 5 Financial Years in a tabular form.
 - (ii) Self attested copy of Auditor's Report along with the Balance Sheet and Profit and Loss Statement and Schedules for the relevant Financial Year in which the minimum criterion is met, with calculations in support of the same.
 - c) Work Experience
 - i) Similar Work Experience :- In **Proforma 1** with details of 1 / 2 / 3 works as applicable and self attested copies of supporting documents as mentioned therein.
 - ii) Construction experience in key activities / specialised components: Tabular Statement giving contract wise quantities executed in last 5 years with documentary proof.
 - d) Solvency Certificate - **Proforma 2**.
 - e) Profitability - Net profit of last 5 Financial years in tabular form with self attested copies of Profit and Loss Statements for the last 5 or 3 Financial Years as applicable.
2. In addition the following supporting documents are also enclosed.
 - a) Self attested copy of Partnership Deed/Memorandum and Articles of Association of the Firm.
 - b) Self attested copies of PAN/TAN issued by the Income Tax Department.
 - c) Declaration – **Proforma 3**

- d) Self attested copy of Sales Tax, Works Contract Tax, Service Tax Registration Certificate (as applicable).
 - e) Self attested copy of Registration under Labour Laws, like PF, ESI etc.
 - f) Self attested copy of ISO 9000 Certificate (if any)
 - g) Integrity Pact (where applicable) : duly signed and witnessed.
3. I authorize you to approach any Bank, Individual, Employer, Firm or Corporation, whether mentioned in the enclosed documents or not, to verify our competence and general reputation.
4. I also enclose written Power of Attorney of the signatory of the Tender on behalf of the Tenderer.

Yours faithfully,

Encl: As in Paras 1, 2 & 4

Signature of Applicant
with Name _____
Date with seal

**QUALIFICATION INFORMATION /CHECKLIST OF DOCUMENTS
– LETTER OF TRANSMITTAL BY JOINT VENTURE**

(FOR LARGE WORKS COSTING OVER Rs.30 CRORES)
(To be signed by the Lead Member on his Letter Head)

From

To

RITES Ltd. _____
(AUTHORITY INVITING TENDER)

Sir,

Subject: Submission of Qualification Information/ documents as per Checklist.

1. As the Lead Member of the Joint Venture, I/We hereby submit the following documents in support of our JV:
 - a) Self certified copy of the Joint Venture Agreement/Memorandum of Understanding.
 - b) Power of Attorney in my/our favour as the Lead Member executed by the authorized representatives of all the members.
 - c) Self attested copy of Sales Tax, Works Contract Tax, Service Registration Certificate (as applicable).
 - d) Self attested copy of Registration under Labour Laws, like PF, ESI etc.
 - e) Self attested copy of ISO 9000 Certificate (if any)
 - f) Integrity Pact (where applicable) – Duly signed and witnessed.

- 2) I/We also enclose the following documents pertaining to each of the Partners including Lead Partner duly signed by the Authorized representative of each Partner/Member of J.V.
 - i) **Qualification Criteria**
 - a) Self attested copy of a certificate, confirming that the applicant 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.
 - b) Annual Turnover
 - Annual financial turnover for each of the last 5 Financial Years in tabular form.

- Self attested copy of Auditor's Report along with the Balance Sheet and Profit and Loss Statement and Schedules for the relevant Financial Year in which the minimum criterion is met, with calculations in support of the same.

c) Work Experience

- Similar Works Experience :- In **Proforma 1** with details of 1 / 2 / 3 works as applicable and self attested copies of supporting documents as mentioned therein.
- Construction experience in key activities / specialised components:-
Tabular Statement giving contract wise quantities executed in last 5 years with documentary proof.

d) Solvency Certificate - **Proforma 2**.

- e) Profitability - Net profit of last 5 Financial Years in tabular form with self attested copies of Profit and Loss Statements for the last 5 or 3 Financial Years as applicable.

(ii) **Other Supporting Documents**

- a) Self attested copy of Partnership Deed/Memorandum and Articles of Association of the Firm.
 - b) Self attested copy of PAN/TAN issued by Income Tax Department.
 - c) Declaration – **Proforma 3**
- 3) I/We authorize you to approach any Bank, Individual, Employer, Firm or Corporation, whether mentioned in the enclosed documents or not, to verify the competence and general reputation of each Member of our JV.
- 4) I also enclose written Power of Attorney of the signatory of the Tender on behalf of the Tenderer.

Encl: As in Paras 1, 2 & 4

Yours faithfully,

Signature of Applicant
with Name
Date and Seal

**QUALIFICATION INFORMATION /CHECKLIST OF DOCUMENTS
- LETTER OF TRANSMITTAL BY JOINT VENTURE**

(FOR NORMAL WORKS COSTING BETWEEN Rs.1 CRORE and Rs.30 CRORES)

(To be signed by the Lead Member in his Letter Head)

From

To

RITES Ltd. _____
(AUTHORITY INVITING TENDER)

Sir,

Subject: Submission of Qualification Information/ documents as per Checklist.

As the Lead Member of the Joint Venture, I/We hereby submit the following documents in support of our JV:

Details pertaining to JV

- a) Self certified copy of the Joint Venture Agreement / Memorandum of Understanding.
- b) Power of Attorney in my/our favour as the Lead Member executed by the authorized representatives of all the members.
- c) Self attested copy of a certificate, confirming that each Member of JV 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.
- d) Self attested copy of Sales Tax, Works Contract Tax, Service Registration Certificate (as applicable).
- e) Self attested copy of Registration under Labour Laws, like PF, ESI etc.
- f) Self attested copy of ISO 9000 Certificate (if any)
- g) Integrity Pact (where applicable) duly signed and witnessed.

Details pertaining to Lead Member

(i) Qualification Criteria

- a) Annual Turnover
 - Annual financial turnover for each of the last 5 Financial Years in a tabular form.
 - Self attested copy of Auditor's Report along with the Balance Sheet and Profit and Loss Statement and Schedules for the relevant Financial Year in which the minimum criterion is met, with calculations in support of the same.

- b) Work Experience
- Similar Works Experience: - In **Proforma 1** with details of 1 / 2 / 3 works as applicable and self attested copies of supporting documents as mentioned therein.
 - Construction experience in key activities/ specialised components:-
Tabular Statement giving contract wise quantities executed in last 5 years with documentary proof.
- c) Solvency Certificate - **Proforma 2.**
- d) Profitability -Net profit of last 5 Financial years in a tabular form with self attested copies of Profit and Loss Statements for the last 5 or 3 Financial Years as applicable.
- ii) **Other supporting documents**
- a) Declaration – **Proforma 3**
- b) Self attested copy of PAN/TAN issued by the Income Tax Department.
- 2) I/We also enclose the following documents pertaining to each of the other Partners of J.V. duly signed by the Authorized representative of each Partner/Member of J.V.
- i) **Qualification Criteria**
- Work experience
 - Construction experience in key activities/ specialised components:-
As per para i (b) above as for Lead Member.
- ii) **Other Supporting Documents**
- Self attested copy of Partnership Deed/ Memorandum and Articles of Association of the firm.
- 3) I/We authorize you to approach any Bank, Individual, Employer, Firm or Corporation whether mentioned in the enclosed documents or not, to verify the competence and general reputation of each Member of our JV.
- 4) I also enclose written Power of Attorney of the signatory of the Tender on behalf of the Tenderer.

Yours faithfully,

Encl: As in Paras 1, 2 & 4

Signature of Applicant with
Name
Date and Seal

**DRAFT MEMORANDUM OF UNDERSTANDING
EXECUTED BY MEMBERS OF THE CONSORTIUM / 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 Consortium 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 Consortium should add the following paragraph) *

* The Consortium 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/Members of the Consortium. 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 Consortium should add the following paragraph)**

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

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 Consortium being awarded the contract we agree to be jointly with _____ (insert names of all other members of the Consortium) 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 Consortium.

The precise responsibility of the Lead Member and other Members of the Consortium in respect of planning, design, construction equipment, key personnel, work execution and 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 Consortium.

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 VIII (if applicable) shall be signed by the Lead Member duly witnessed, on behalf of the Joint Venture/Consortium. 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/Consortium.

Encl: Annexure.

Yours faithfully,

Signature _____

(Name of Signatory)_____

(Capacity of signatory)_____

Seal

Witness 1

Name

Address

Occupation

Witness 2

Name

Address

Occupation

Note :

1. To be executed by each Member of the Consortium individually.

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 authorise 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 Consortium/Joint Venture)

Our firm is a Member/Lead Member of the Consortium 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 Consortium/ JV, the authorized signatory has to be the one employed by the Lead Member.

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

**FORMAT FOR POWER OF ATTORNEY TO LEAD MEMBER OF CONSORTIUM /
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 Consortium 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 Consortium to designate one of them as the Lead Member with all necessary power and authority to do, for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium'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 Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium'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 Consortium 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/Consortium.

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
Name:
Address:
Occupation:

Witness 2
Name:
Address:
Occupation:

Notes:

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

**(FORM OF LETTER OF ACCEPTANCE)
(By REGD POST / ACK.DUE)**

(On the letter head of RITES)

NO. : RITES/

Dated :

To

_____aggregate

(Name & Address of the Contractor)

Dear Sirs,

Sub: TENDER No. _____ FOR THE WORK OF _____

Ref: Your Tender dated _____ and letters dated _____

and this office letter Nos. _____ dated _____ in reply to the same.

This is to notify you that your Tender for the work under reference has been accepted by the Competent Authority of RITES LIMITED for a total Contract Price of Rs. _____ (Rupees _____ only) in its capacity as an Agent /Power of Attorney Holder acting for and on behalf of _____ (the Employer).

Pursuant to Clause 1 of the Contract, you are required to furnish irrevocable Performance Guarantee for an amount equivalent to 5% (Five percent) of the Contract Price and an Additional Performance Guarantee for an amount of Rs. _____ (if applicable). The Guarantee Bonds aggregating for an amount of Rs. _____ are required to be submitted within ___ days of issue of this Letter of Acceptance. Bank Guarantees issued by the following Banks will not be acceptable _____ (Names of Banks _____)

The time of _____ months allowed for execution of the work will be reckoned from the date of start as defined in Schedule F or from the first day of the handing over of the site, whichever is later, in accordance with phasing, if any, indicated in tender document.

You are requested to contact _____ (complete designation and address of the Project Coordinator) for carrying out the contract.

You are also requested to attend this office within Twenty Eight days from the date of issue of this letter for execution of the formal agreement. It may be noted that no payment shall be made for any work carried out by you till the Agreement is executed and till such time the Performance Guarantee and Additional Performance Guarantee (where applicable) has/have been submitted by you.

This Letter of Acceptance is being sent to you in duplicate and you are requested to return without delay one copy of the letter duly signed and stamped, as a token of your acknowledgement.

Kindly note that this Letter of Acceptance thereof shall constitute a binding Contract between us pending execution of formal Agreement.

Your letters as well as this office letters referred to above shall form part of the Contract.

Yours faithfully,

RITES LIMITED

Agent / Power of Attorney Holder

For and on behalf of _____ (The Employer)

Copy to :

1. _____ (The Employer) for information.

(To be included on the Original sent to the Contractor)

2. Project Coordinator (Complete designation and address)

3. Associated Finance (Not in original)

FORM OF AGREEMENT

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Agreement No. _____ dated _____

THIS AGREEMENT is made on _____ day of _____ Two thousand _____ between RITES Ltd. a Government of India Enterprise and a Company registered under Companies Act, 1956 having its registered office at SCOPE Minar, Laxmi Nagar, Delhi - 110092 and its Corporate Office at RITES BHAWAN, Plot No.1, Sector 29, Gurgaon (Haryana) representing through _____, RITES LIMITED acting for and on behalf of _____ and as an Agent /Power of Attorney Holder of _____ hereinafter called the Employer (which expression shall, wherever the context so demands or requires, include their successors in office and assigns) on one part and M/s. _____ hereinafter called the Contractor (which expression shall wherever the context so demands or requires, include his/ their successors and assigns) of the other part.

WHEREAS the Employer is desirous that certain works should be executed viz. _____ (brief description of the work) and has by Letter of Acceptance dated _____ accepted a tender submitted by the Contractor for the execution, completion, remedying of any defects therein and maintenance of such works at a total Contract Price of Rs. _____ (Rupees _____ only)

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents in conjunction with addenda/ corrigenda to Tender Documents shall be deemed to form and be read and construed as part of this agreement viz.

The Letter of Acceptance dated _____.

Priced Schedule (Bill) of Quantities

Notice Inviting Tender and Instructions to Tenderers.

RITES Tender and Contract Form

Special Conditions

Schedules A to F.

Technical Specifications

Drawings

Amendments to Tender Documents (List enclosed)

General Conditions of Contract (read with Correction Slip Nos. 1 to --) comprising of

- (i) Conditions of Contract
- (ii) Clauses of Contract
- (iii) RITES Safety Code
- (iv) RITES - Model Rules for the protection of Health and Sanitary arrangements for Workers
- (v) RITES – Contractor's Labour Regulations.

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

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

SIGNED, SEALED AND DELIVERED BY

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

INTEGRITY PACT

Between

**RITES LTD. acting for and on behalf of and as an Agent / Power of Attorney Holder of
_____ hereinafter called the "Employer" AND
_____ hereinafter referred to as "The Bidder/Contractor"**

Preamble

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

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

Section 1 – Commitments of the Employer

- (1) The Employer commits himself to take all measures necessary to prevent corruption and to observe the following principles:-
 1. No employee of the Employer, personally or through family members, will in connection with the tender or for the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 2. The Employer will, during the tender process, treat all Bidders with equity and reason. The Employer will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Employer will exclude from the process all known prejudiced persons.
- (2) If the Employer obtains information on the conduct of any of his employees which is a criminal offence under the IPC (Indian Penal Code) /PC (Prevention of Corruption) Act, or if there be a substantive suspicion in this regard, the Employer will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder/Contractor

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

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

If the Bidder/Contractor, before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Employer is entitled to disqualify the Bidder/Contractor from the tender process or take action as per the procedure mentioned in the "Guideline on banning of business dealing" annexed and marked as **Annexure "A"**.

Section 4- Compensation for Damages

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

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

Section -5 Previous transgression

- (1) The Bidder/ Contractor declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-Corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder/Contractor makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guideline on banning of business dealing".

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

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

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

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

Section -8 Independent External Monitor/Monitors

- (1) The Employer shall appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and will perform his functions neutrally and independently. He will report to the MD/RITES Ltd.
- (3) The Bidder/Contractor accepts that the Monitor has the right of access without restriction to all Project documentation of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid

interest, unrestricted and unconditional access to his project documentation. The same is applicable to Partners/Sub-Contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Partners/Sub-Contractor with confidentiality.

- (4) The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices or has reason to believe that violation of the agreement by the Employer or the Bidder/ Contractor, has taken place, he will request the Party concerned to discontinue or take corrective action , or to take any other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner or refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the MD/RITES Ltd. within 8-10 weeks from the date of reference or intimation to him by the Employer and should the occasion arise, submit proposal for correcting problematic situations.
- (7) If the Monitor has reported to the MD/RITES Ltd. of a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD/RITES Ltd. has not, within reasonable time, taken visible action to proceed against such offender or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word Monitor would include both singular and plural.

Section – 9 Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor when his Security Deposit is released on completion of the Maintenance Period and for all other Tenderers six months after the Contract has been awarded.

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

Section 10 Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction shall be as stated in the Contract Agreement.
- (2) Changes and supplements as well as termination notices need to be made in writing.

- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by the Partner in charge/ Lead Member nominated as being incharge and who holds the Power of Attorney signed by legally authorised signatories of all the partners/Members. The Memorandum of Understanding /Joint Venture Agreement will incorporate a provision to the effect that all Members of the Consortium will comply with the provisions in the Integrity Pact to be signed by the Lead Member on behalf of the Consortium. Any violation of Section 2 above by any of the Partners/Members will be construed as a violation by the consortium leading to possible Termination of Contract in terms of Section 3

- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

RITES Ltd.
 Agent / Power of Attorney Holder

(For & on behalf of the Employer)

(For the Bidder/Contractor)

(Office Seal)

(Office Seal)

Place:.....
 Date:.....

Witness 1:

(Name & Address) -----

Witness 2

(Name & Address) -----

Guidelines on Banning of Business Dealings

1. Introduction

1.1 RITES, being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. RITES has also to safeguard its commercial interests. It is not in the interest of RITES to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on RITES to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 The procedure of (i) Suspension and (ii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.2 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.3 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Bidder / Contractor / Supplier' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - a) The Director shall be the 'Competent Authority' for the purpose of these guidelines. MD, RITES shall be the 'Appellate Authority' in respect of such cases.

- b) MD, RITES shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iii) 'Investigating Department' shall mean any Department, Division or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

4. Initiation of Banning / Suspension:

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

5. Suspension of Business Dealings

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

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

- 5.2 As far as possible, the existing contract(s) with the Agency may be continued unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

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

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RITES, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.5 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.6 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;
- 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 mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 30 days a written statement in its defence. If no reply is received, the decision may be taken ex-parte.
- 8.2 If the Agency requests for inspection of any relevant document in possession of RITES, necessary facility for inspection of documents may be provided.
- 8.3 After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the Competent Authority. The Competent Authority may consider and pass an appropriate speaking order:
- a) For exonerating the Agency if the charges are not established;
 - b) For banning the business dealing with the Agency.
- 8.4 The decision should be communicated to the Agency concerned along with a reasoned order. If it decided to ban business dealings, the period for which the ban would be operative may be mentioned.

9. Appeal against the Decision of the Competent Authority

- 9.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. 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.

SECTION 2

TENDER AND CONTRACT FORM FOR WORKS

To

Tender Accepting Authority/RITES
[Refer Schedule F (Conditions of Contract)]
Name, Designation / Address

Sub: TENDER FOR THE WORK OF _____

(TENDER No. _____ ISSUED BY _____)

TENDER

1. I/We have read and examined the Notice Inviting Tender and Instructions to Tenderers, Special Conditions, Schedules A to F, Technical Specifications, Drawings, Schedule / Bill of Quantities and General Conditions of Contract as well as other documents and rules referred to in GCC and all the details contained in the Tender Document for the work.
2. I/We hereby tender for the execution and completion of the work and remedy any defects therein, specified in the Schedule of Quantities within the time specified in Schedule "F", and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Notice Inviting Tender and Instructions to Tenderers and in Clause 11 of the Clauses of Contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.
3. We agree that our tender shall remain valid for a period of 90 days from the due date for submission of bid or extended date as stipulated and not to make any modifications in its terms and conditions.
4. A sum of Rs. _____ (Rupees _____ only) is hereby forwarded in the form of Banker's cheque/Pay Order /Demand Draft issued in favour of RITES Ltd., payable at _____ as the Earnest Money.
5. If I/We withdraw my/our tender during the period of tender validity or before issue of Letter of Acceptance which ever is earlier or make modifications in the Terms and Conditions of the Tender which are not acceptable to the Employer, then the Employer shall, without prejudice to any other right or remedy, be at liberty to forfeit entire Earnest Money absolutely.

6. If I/We fail to furnish the prescribed Performance Guarantee and Additional Performance Guarantee (if applicable) within prescribed period, I/We agree that the said Employer shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely.
7. If, I/We fail to commence the work within the specified period, I/We agree that the Employer shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the Earnest Money and Performance Guarantee and Additional Performance Guarantee (if applicable) absolutely.
8. Further, I/We hereby agree that in case of forfeiture of Earnest Money or both Earnest Money & Performance Guarantee and Additional Performance Guarantee (if applicable) as aforesaid in paras 5 to 7, I/We shall be debarred from participation in re-tendering process of the work.
9. On issue of Letter of Acceptance by the Employer, I/We agree that the said Earnest Money shall be retained by the Employer towards Security Deposit, to execute all the works referred to in the Tender document upon the Terms and Conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule F at rates as stipulated in relevant Clauses of contract and those in excess of that limit at the rates to be determined in accordance with the provisions contained in Clauses 12.2 and 12.3 of the tender form.
10. I/We hereby agree that I/ We shall sign the Formal Agreement with the Employer within 28 days from the date of issue of Letter of Acceptance. In case of any delay, I/We agree that we shall not submit any Bill for Payment till the Contract Agreement is signed.
11. I/We hereby declare that I/We shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Employer/State.
12. I/We hereby declare that I/We have not laid down any condition/deviation to any content of Technical Bid and/or Financial Bid. I/We agree that in case any condition is found to be quoted by us in the Technical and/or Financial Bid, my/our Tender may be rejected.
13. I/We understand that the Employer is not bound to accept the lowest or any tender he may receive. I/We also understand that the Employer reserves the right to accept the whole or any part of the tender and I/We shall be bound to perform the same at the rates quoted.
14. Until a formal agreement is prepared and executed, this bid together with our written acceptance thereof shall constitute a binding contract between us and RITES.
15. I am/We are signing this Tender offer in my / our capacity as one/those authorized to sign on behalf of my/our company/as one holding the Power of Attorney issued in my favour as Lead Member by the Members of the Joint Venture.

Signature of Authorized Person/s
Date
Name/s & Title of Signatory
Name of Tenderer
Postal Address

Seal

Witness
Signature
Name
Postal Address
Occupation

SECTION 4

PROFORMA OF SCHEDULES

(Operative Schedules to be supplied separately to each intending Tenderer)

SCHEDULE 'A'

Schedule of quantities (As per Bill of Quantities attached)

(BOQ to be attached with Financial Bid)

SCHEDULE 'B' –

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

S.No	Description of items	Quantity	Rates in Figures & words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5

- Not Applicable -

SCHEDULE 'C' –

Tools and plants to be hired to the contractor. (Refer clause 34 of Clauses of Contract).

S.No	Description	Hire charges per day	Place of Issue
1	2	3	4

- Not Applicable -

SCHEDULE 'D'

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

- Not Applicable -

SCHEDULE ‘E’ –

Schedule of components of Cement, Steel, other materials, POL, Labour etc .for price escalation. (Refer Clause 10CC of Clauses of Contract).

(To be worked out and filled by NIT approving authority. The Components and their percentages may be modified depending on the nature of work)

CLAUSE 10 CC

Component of Cement (Xc)

expressed as percent of total value of work _____%

Component of steel (X5)

expressed as percent of total value of work _____%

Component of other materials (XM) (except cement & steel)

expressed as per cent of total value of work _____%

Component of labour (Y)

expressed as percent of total value of work _____%

Component of P.O.L (Z)

expressed as percent of total value of work _____%

Total 100 %

SCHEDULE ‘F’

Reference to General Conditions of Contract

Name of Work _____

Estimated cost of work Rs. _____

Earnest money : Rs. _____

Performance Guarantee (Ref. Clause 1) 5% of Tendered value.

Security Deposit: (Refer clause 1A) 5% of Tendered value

Notice Inviting Tender and Instruction to Tenderers

Officer inviting tender : _____

CONDITIONS OF CONTRACT

Definitions

- 2 (iv) Employer _____
- 2(v) Engineer-in-Charge _____
(Authority competent to execute Contract Agreement as per Item 7.2 of SOP)
- 2(vii) Accepting Authority _____
(Authority competent to accept Tenders as per Item 3.1/3.2/ 3.3 of SOP as applicable)
- 2(ix) Percentage on cost of materials and labour to cover all overheads and profits. 15%
- 2(x) Standard Schedule of Rates DSR 2007 (to be modified as per requirement and as applicable)
- 2(xiii) Date of commencement of work ---- days from the date of issue of LOA or the first date of handing over of site whichever is later
- 9 (a) (ii) General Conditions of Contract RITES General Conditions of Contract _____ Edition as modified & corrected upto C.S.No. _____ dated -----

CLAUSES OF CONTRACT

Clause 1

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

Maximum allowable extension beyond the period provided in (i) above subject to a maximum of _____ days.

Clause 2

Authority for fixing compensation under Clause 2 _____
(Authority competent to accept Tender)

Clause 2A

Whether Clause 2A shall be applicable

YES/NO

Clause 5

5.1 (a) Time allowed for execution of work

--- months from the date of start

Date of start

---- days from the date of issue of Letter of Acceptance or the first date of handing over of site whichever is later

5.1 (b) TABLE OF MILESTONE(S)

S.No	Description of Milestone (Physical)	Time allowed in days (from date of start)	Amount to be withheld in case of non achievement of milestone
1			
2			
3			
4			

Clause 6 A Whether Clause 6 or 6A applicable

6*/6A*

(* Strike out whichever is not applicable)

Clause 7

Gross work to be done together with net payment/adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment

Clause 10A

i) Whether Material Testing Laboratory is to be provided at site.

YES/NO

ii) If “YES” list of equipments to be provided

Refer Annexure ----- (to be attached)

Clause 10 B

Whether Clause 10 B(ii) to (v) applicable

YES / NO

Clause 10 CC

Whether Clause 10CC applicable

YES / NO

Clause 11

Specifications to be followed for execution of work

For CPWD DSR Items:-

CIVIL WORKS

CPWD Specifications 2009 Vol. I & II

ELECTRICAL WORKS

CPWD General Specifications

- Part I Internal 2005
- Part II External 1994
- Part III Lifts & Escalators 2003
- Part IV Substations 2007
- Part V Wet Riser
Sprinkler System 2006
- Part VI Heating, Ventilation &
Air Conditioning Works 2005
- Part VII DG Sets 2006

For Non DSR Items and items of Specialised nature in Railway Works etc.

Technical Specifications under Section No. 5.

Clause 12

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

- i) For Non-foundation items.
 - Plus 25%
 - Minus No limit
- ii) For Foundation Items
 - Plus 100%
 - Minus No limit

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

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

(If not applicable write accordingly)

Clause 16 Competent Authority for deciding reduced rates

(Authority Competent to accept Tender)

Clause 18 List of mandatory machinery, tools & plants to be deployed by the Contractor at site:-

1. _____ 2. _____ 3. _____

4. _____ 5. _____ 6. _____

Clause 25

25 (i) Appellate Authority

- _____
(The Authority immediately above Engineer-in-charge to whom the Engineer-in-charge report)

Appointing Authority

- _____
(The Authority competent to appoint Arbitrator as per Item 9.2 of SOP)

Clause 36 (i) & (iii)

Minimum Qualifications & Experience required and Discipline to which should belong

Designation	Minimum Qualification	Minimum working experience	Discipline to which should belong	Number
Principal Technical Representative				1
Deputy Technical Representative				1
Engineers				

36 (iv) Recovery for non-deployment of Principal Technical Representative and Deputy Technical Representative

Designation	Rate of Recovery per month (in Rs.) for non-deployment
Principal Technical Representative	
Deputy Technical Representative	
Engineer (Degree Holder)	
Engineer (Diploma Holder)	

Clause 42

- i)(a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates printed by CPWD
 - ii) Variations permissible on theoretical quantities
 - a) Cement
- DSR 2007

- for works with estimated cost put to tender not more than Rs.5 lakhs 3% plus / minus
- for works with estimated cost put to tender more than Rs.5 lakhs 2% plus / minus
- b) Bitumen for All Works 2.5% plus only & nil on minus side
- c) Steel Reinforcement and structural steel sections for each diameter, section and category 2% plus / minus
- d) All other materials Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1	Cement		
2	Steel reinforcement		
3	Structural Sections		
4	Bitumen issued free		
5	Bitumen issued at stipulated fixed price		

Clause 46

Clause 46.10

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

(If not applicable indicate accordingly)

Whether Clause 46.11.1A applicable

YES /NO

Whether Clause 46.13A applicable

YES / NO

Clause 46.17

City of Jurisdiction of Court

Clause 47.2.1

Sum for which Third Party
Insurance to be obtained.

Rs. _____ Lakhs per occurrence
with the number of occurrences limited to four.

Clause 55
Whether clause 55 shall
be applicable.

YES/ NO

If yes, time allowed for completion
of sample floor/unit.

_____ months from
Date of start of work

SECTION 5

TECHNICAL SPECIFICATIONS

1.0 **STANDARD SPECIFICATIONS ISSUED BY CPWD**

1.1 **Civil Engineering Works**

CPWD Specification 2009 Vol. I & II. These Specifications have replaced CPWD Specifications 1996 along with Correction Slips issued on them. These Specifications cover all types of Building Works. The specifications are available as a printed document issued by CPWD and also in soft copy PDF Format in CPWD website.

1.2 **Electrical Engineering Works**

Part No.	Description	Year of issue
I	Internal	2005
II	External	1994
III	Lifts and Escalators	2003
IV	Sub Stations	2007
V	Wet Riser and Sprinkler Systems	2006
VI	Heating, Ventilations & Air Conditioning Works	2005
VII	D.G.Sets	2006

The above documents are available as Priced Document issued by CPWD and in soft copy PDF Format in CPWD website.

2.0 **STANDARD SPECIFICATIONS ISSUED BY MINISTRY OF SURFACE TRANSPORT**

Specifications for Road and Bridge works (Fourth Revision) August 2001 have been published by Indian Road Congress as a priced document. These Specification cover exhaustively various Road and Bridge works.

3.0 **STANDARD SPECIFICATIONS ISSUED BY INDIAN RAILWAYS**

Railway Board vide their letter No. 2009/LMD/01/03 dated 14/01/2010 have advised that they have approved issue of “Indian Railways Unified Standard Specifications or Materials and works with corresponding Indian Railways Unified Standard Schedule of items (for rates of Materials and works)”. These documents are to be published by

Northern Railway on behalf of Railway Board after the Zonal Railways have made out “Schedule of Rates” as applicable to them based on “Standard Analysis of Rates of items”. These Specification however cover only Building and Road works generally on the lines of CPWD and Ministry of Surface Transport. They do not cover Track works which are governed by Manuals and RDSO/Indian Railway Specifications. Pending publication of Unified Standard Specifications, the specifications issued by the zonal Railways will be applicable.

4.0 SPECIAL SPECIFICATIONS (NOT COVERED BY ANY STANDARD SPECIFICATIONS)

LIST OF DRAWINGS ENCLOSED

PART - 2

FINANCIAL BID

SCHEDULE (BILL OF QUANTITIES)

NAME OF WORK:-

POINTS TO BE NOTED WHILE QUOTING RATES

1) Where Tender has been invited on Percentage Rate basis, percentages on the Estimated Cost (whether above or below) are to be quoted for each of the Schedules.

Depending on Scope and Nature of work, additional points may be incorporated by the Authority Competent to approve Tender Documents under Item 2.3 of SOP)

PART 2

SCHEDULE (BILL) OF QUANTITIES (PERCENTAGE RATE TENDER)

(Note: Types of Works under Schedules 1 on works have been indicated as an example only.)

ABSTRACT OF COST

SCHEDULE	DESCRIPTION	ESTIMATED COST (RUPEES)	Percentage above (+) or below (-) the Estimated Cost as quoted.		Total Quoted Amount in Figs. (Rs.)
			(+) or (-) (In fig.)	Plus or minus (in words)	
1	RAILWAY FORMATION WORKS				
2	BRIDGE WORKS				
3	WBM ROAD WORKS				
4	P.WAY WORKS				
5	APRON TRACK WORKS				
6	STATION BUILDING WORKS				
7 etc. up to X					
GRAND TOTAL OF ALL SCHEDULES (1) TO (X) (RUPEES)					
(i) In figures		(i)			
(jj) In words.		(ii)			

- i) SIGNATURE OF AUTHORIZED
SIGNATORY OF TENDERER
- ii) NAME OF SIGNATORY
- iii) NAME AND SEAL OF TENDERER
- iv) DATE
- v) PLACE

<u>SCHEDULE OF QUANTITY</u>						
PERCENTAGE RATE TENDER						
SL NO	DESCRIPTION OF ITEM	UNIT	QUANTITY	ESTIMATED COST (RUPEES)		
				UNIT RATE		AMOUNT
				In Figures (Rs.)	In Words (Rs.)	In Figures (Rs.)
1	2	3	4	5a	5b	5c
	<u>SCHEDULE - 1</u>					
1						
2						
3						
4						
5						
6						
7						
8						
9						
	Sub total of Schedule - 1	—	—	—	—	
	Percentage above (+) or below (-) on total estimated cost as quoted.	In figures.		+		
		In words.		-		
	Total quoted amount (Rs.)	In figures.		Plus		
		In words.		Minus		

PART 2

SCHEDULE (BILL) OF QUANTITIES

(ITEM RATE TENDER)

(Note: Types of Works under Schedules 1 onwards have been indicated as an example only).

ABSTRACT OF COST

SCHEDULE	DESCRIPTION	TOTAL QUOTED AMOUNT IN FIGURES (Rs.)
1	RAILWAY FORMATION WORKS	
2	BRIDGE WORKS	
3	ROAD WORKS	
4	P.WAY WORKS	
5	APRON TRACK WORKS	
6	STATION BUILDING WORKS	
7 etc. up to X		
GRAND TOTAL OF ALL SCHEDULES (1) TO (X) (RUPEES)		
(i) In figures		
(ii) In words.		

- h) SIGNATURE OF AUTHORIZED SIGNATORY OF TENDERER
- ii) NAME OF SIGNATORY
- iii) NAME AND SEAL OF TENDERER
- iv) DATE
- v) PLACE

<u>SCHEDULE OF QUANTITY</u>						
ITEM RATE TENDER						
SL NO	DESCRIPTION OF ITEM	UNIT	QUANTIT Y	QUOTED		
				UNIT RATE		AMOUNT
				In Figures (Rs.)	In Words (Rs.)	In Figures (Rs.)
1	2	3	4	5a	5b	5c
	<u>SCHEDULE - 1</u>					
1						
2						
3						
4						
5						
6						
7						
8						
9						
	Sub total of Schedule - 1	_____	_____	_____	_____	
	Total quoted amount (Rs.)	In figure s.				
		In word s.				