



NATIONAL THERMAL POWER CORPORATION LIMITED

OPEN TENDER NO. Open Tender Notice No. 11/OT/NTPC-
Bg.TPP/P&C/ PKG-IV/2010 dated 29.04.2010

'Manufacture, supply and delivery of Switches & crossings, Lead rails and fittings & fastenings in connection with Project Management & Construction of Coal & Lime Transportation System for Bongaingaon Thermal Power Project (3 x 250MW) Dist-Kokrajhar, Assam.

PART- 1

TECHNICAL BID

Section No.	Contents
1.	Notice Inviting Tender and Instruction to Tenderers
2.	Tender and Contract Form.
3.	Special Conditions of Contract
4.	Standard Conditions of Contract of Stores

Issued to (name of Tenderer): _____

Address of tenderer: _____

Signature of officer issuing the documents _____

Designation _____

Date of Issue _____



RITES Ltd.
(A Govt. of India Enterprise)
Regional Project Office
56 C. R. Avenue, 2nd floor, Kolkata-700 012
e. mail: pokolkata@rites.com
Phone No.: 033-22367118/7146/7162/7143(Fax)

Signature of the tenderer
Under seal of the firm



RITES LTD

(A Govt. of India Enterprise)

**REGIONAL PROJECT OFFICE, 56, C.R. Ave. (2nd fl),
Kolkata-12**

Phone No. 033-2236 7118/46/62 FAX-033 2236 7143

NOTICE INVITING TENDER

General Manager (Projects) RITES Ltd, Regional Project Office, Kolkata for & on behalf of NTPC Ltd./Bg.TPP invites sealed tenders in connection with Project Management & Construction of Coal & Lime transportation for Bongaingaon Thermal Power Project (3x250MW)" near Salakati, Kokrajhar (BTAD), Assam from contractors who fulfill qualifying criteria stipulated in Tender Documents for the following works.

(1)NIT No.10/OT/NTPC-BgTPP/PSC/PKG-III/2010 Dt. 29.4.2010.

Name of the work: Manufacture, supply and delivery of B.G. Pre-Stressed Concrete Sleepers as per RDSO Drawing numbers.

Estimated Cost: Rs 9.39 Crore (Approx), EMD: Rs.9.39 Lakh,

Completion period: 09 (Nine) months. **Cost of tender document:** Rs.7,000/- (Rupees seven thousand).

(2)NIT No.11/OT/NTPC-BgTPP/P&C/PKG-IV/2010 Dt. 29.4.2010.

Name of the work: Supply and delivery of Points & Crossings and Derailing Switch with 60 Kg. Rails as per RDSO Drawing & Specification. **Estimated Cost:** Rs 6.63 Crore (Approx), EMD: Rs.6.63 Lakh, **Completion period:** 06 (Six) months. **Cost of tender document:** Rs.5,000/- (Rupees five thousand).

Sale of Tender Documents for above tenders: 05.05.2010 to 24.05.2010. **Last date of Submission of above Tenders:** 26.05.2010 up to 14.00 Hrs. **Date of opening of above Tender:** From 14.30 Hrs on 26.05.2010 in presence of the intending tenderers.

Tender documents can be purchased from the above address 11.00 Hrs. to 16.00 Hrs. at a cost as mentioned above in the form of DD/PO/BC drawn on any Schedule Bank in favour of RITES Ltd., payable at Kolkata. For complete Tender Documents including qualifying criteria etc. please visit: (www.rites.com) or (www.ntpc.co.in) or contact this office.

Signature of the tenderer
Under seal of the firm

Addendum & Corrigendum No. 1

Name of the work: Supply and delivery of Points & Crossings and Derailing Switch with 60 Kg. Rails as per RDSO Drawing & Specifications in connection with Project Management & Construction of Coal & Lime transportation for Bongaigaon Thermal Power Project (3x250MW) near Salakati, Kokrajhar (BTAD), Assam.

**Ref: Tender Notice No. 11/OT/NTPC-Bg.TPP/P&C/PKG-IV/2010
Dated 29.04.2010.**

- 1. Date of opening of above Tender as appeared in the 'Notice Inviting Tender' published in daily Newspapers i.e Times of India, Assam Tribune, Assam Pratidin & Purbanchal Prahari has been corrected and to be read as 'Date of opening of Technical Bid: From 14.30 Hrs on 26.05.2010 in presence of the intending tenderers. Date of opening of Commercial Bid: Shall be intimated later to the technically successful bidders only'.**

Addendum: Date of pre bid conference: 15.00 hrs on 20.05.2010 at the above address.

All other stipulation of the original 'Notice Inviting Tender' remains unaltered.

**Sd/-
for General Manager (Projects),
for & on behalf of NTPC Ltd.**

PART-1

TECHNICAL BID

SECTION -1

NOTICE INVITING TENDER AND INSTRUCTIONS TO TENDERERS

SECTION 1

NOTICE INVITING TENDER AND INSTRUCTIONS TO TENDERERS

Tender No. 11/OT/NTPC-Bg.TPP/P&C/ PK-IV/2010 dated 29.04.2010

1.0 GENERAL

1.1 Tender Notice

Sealed Tenders in two packet system (Technical & Financial bid) are invited by RITES Ltd., a Public Sector Enterprise under the Ministry of Railways, acting for and on behalf of NTPC Ltd(Employer) as an Agent/Power of Attorney Holder,(Project Management and Execution Consultant) from Railway Board/RDSO approved manufacturers of Switches & Crossings(Broad Gauge) having sufficient experiences and financial capabilities and working with Railways/IRCON/RITES/PSU and other Govt. Organisations for the work of **'Manufacture, supply and delivery of Switches & crossings, Lead rails and fittings & fastenings in connection with Project Management & Construction of Coal & Lime Transportation System for Bongaigaon Thermal Power Project (3 x 250MW) Dist-Kokrajhar, Assam.**

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

1.2 Estimated Cost of Work

The work is estimated to cost **Rs.6.63 Crores.** This Estimate, however, is given merely as a rough guide.

1.3 Time for Completion

The time allowed for completion of the work will be **6 months** from the 15th day after the date of issue of Letter of Acceptance or Work Order, whichever is earlier.

1.4 Brief Scope of Work:

Manufacture, supply and delivery of **Switches & crossings, Lead rails with all fittings and fastenings** etc.

1.5 Locations at which Supply is to be made

Site is available and materials are required to be supplied within project area of Bongaigaon Super TPP, Salakathi, Assam as directed by the Engineer in charge or his authorized representative at site

2.0 QUALIFICATION CRITERIA TO BE SATISFIED

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

2.2 **Joint Ventures are not allowed.**

Signature of the tenderer
Under seal of the firm

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

3.1 The Tenderer shall furnish a Letter of Transmittal as given in **ANNEXURE II A** enclosing the documents mentioned therein/listed in para 7(a) of **Annexure I**

3.2 **Joint Ventures (For Large Works) – Not Applicable**

3.3 **Joint ventures (For Normal Works) – Not 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

SECTION No.

CONTENTS

- (1) Notice Inviting Tender and Instructions to Tenderers
- (2) Tender and Contract Form.
- (3) Special Conditions of Contract
- (4) Standard Conditions of Contract of Stores

PART – 2 :- Financial Bid Packet

Schedule of Quantities (Bill of Quantities)

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 **General Manager (Project), RITES Ltd, Regional Project Office, 56, C.R. Avenue, 2nd floor, Kolkata 700012** 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 General Manager (Project), RITES Ltd, Regional Project Office, 56, C.R. Avenue, 2nd floor, Kolkata 700012 **from 05.05.2010 to 24.05.2010** for a non refundable fee per set of **Rs.5,000/- (Rupees five thousand only)** in the form of Demand Draft/ Pay Order/ Banker's cheque drawn on any Scheduled Bank payable at **Kolkata** in favour of RITES Ltd., on submission of an application.

5.3 Tender documents can also be downloaded from website (www.rites.com) & (www.ntpc.co.in) 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**

Signature of the tenderer
Under seal of the firm

the form of a separate 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. Tender documents requested by Mail/Couriers/Speed Post/ Registered Post will not be entertained.

- 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 concerned RITES office.

- 5.5 Clarifications on Tender Documents

A prospective tenderer requiring any clarification on the Tender Document may notify **Jt. GM (Civil)/RITES** (The official nominated for this purpose) in writing or by telefax/cable at the address **RITES Ltd, Regional Project Office,56 CR Avenue, Kolkata -700012/FAX NO. 033-2236-7143/E-mail to pokolkata@rites.com .**

In case no pre-bid meeting is to be held, then request for clarification must be received **not later** than ten days prior to the deadline for submission of tenders. **Detailed 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 General Manager(Project), 56, C.R.Avenue, Kolkata- 700 012 **on 20.05.2010 at 15.00 hrs.**
- 6.2 The tenderers are required to submit any question in writing or by telefax or by e-mail so as to reach the Jt.General Manager(Civil) (official nominated) not later than three days before 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 modification 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 website 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.
- 7.2 **Addendum/corrigendum, if any, will be hoisted on website only and shall become a part of tender document. All tenderers are advised to see website for addendum/corrigendum to the tender document before submission of their tender.**
- 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 **120 days** from the due date for submission of Tender or any extended date as indicated in sub Para below.
- 8.2 In exceptional circumstances, 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 required or permitted to modify his Financial Bid 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.6.63 Lakh** (Rupees six lakhs sixty three thousand only) in any of the forms given below:-
Banker's Cheque / Pay Order/ Demand Draft drawn on any Scheduled Bank payable at **Kolkata** , 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 as soon as scrutiny of Technical Bid has been completed by the Employer subject to provisions of Para 9.4(b).

b) Single Packet System – Not Applicable

After evaluation of the Financial Bids, the Earnest Money of unsuccessful tenderers will be returned within 28 days of the end of Tender Validity period subject to provisions of Para 9.4(b).

9.4 The Earnest Money is liable to be forfeited

a) if after bid opening during the period 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 supply the materials within the specified period.

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. 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: (i) Earnest Money.
(ii) Cost of Tender document (in case of Tender Document downloaded from the website by the tenderer)
- 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. 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 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 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 should be signed by the tenderer. 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.

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.

- 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. – **Not Applicable**

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 a partner 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. - Not Applicable**

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.

Signature of the tenderer
Under seal of the firm

Envelope 1: (i) Earnest Money.
(ii) Cost of Tender document (in case of Tender Document downloaded from the website by the tenderer)

Envelope 2: Authority to Sign, 'Integrity Pact' (when applicable as per Para 11.7 below) and Qualification Information/ documents as per checklist in **Annexure IIA. Technical Bid.**

Both the envelopes should be put in a packet (Packet A) 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 a packet (Envelope 3) which should be sealed. The following should be superscribed on the packet.

- i) Packet B (Envelope 3) – 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

11.4.2 Single Packet System – Not Applicable

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, 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 14.00 Hrs. **on 26.05.2010**. In the event of the specified date for the submission of the Tender being declared a **holiday by the Employer/Strike/Bandh or on any account the office being closed**, the Tenders will be received up to the appointed time on the next working day.

Address for submission of Tender:

General Manager (Project), RITES Ltd, Regional Project Office, 56, C.R. Avenue, 2nd floor, Kolkata 700012

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.

11.8 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.

11.8.2 Each modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Para 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.

11.8.3 Withdrawal or modification of a bid 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 14.30 Hrs. **on 26.05.2010** in the office of **General Manager (Project), RITES Ltd, Regional Project Office, 56, C.R. Avenue, 2nd floor, Kolkata 700012**. In the event of the specified date of the opening being declared a **holiday by the Employer /Strike/Bandh or on any account the office being closed**, 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 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 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 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 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 two or three tenderers or their representatives present. This envelope will be kept in safe custody by the Employer.
- (b) The Employer will scrutinize 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 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 RITES Ltd. for & on behalf of 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 – Not Applicable

- (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 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 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, 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, 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 supply of Sleepers.

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.

Signature of the tenderer
Under seal of the firm

- (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 THE TENDER

16.1 Rates to be quoted for all the items of the Schedule (Bill) of Quantities. If the tenderer do not quote the rate for any item, their tender shall be passed over without further reference to them.

16.2 The unit rate quoted for sleeper/ set of sleepers will hold good for a deviation limit of (+) 25% and (-) 25% of the quantity covered by the contract. This stipulation will be applicable for each type of sleeper/ set of sleepers to be supplied to the nominated site of the Project concerned and the tenderer shall be bound to perform the same at the rate 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 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 RITES Ltd./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.

Signature of the tenderer
Under seal of the firm

- 17.4 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 contractor 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 contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will, unless otherwise provided, be taken as correct and not the amount.
- 17.5 In the case of any tender where unit rate of any item/items appear 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 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 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.
- 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.
- 17.8 The tender for the work shall not be witnessed by a Contractor or Contractors who himself/themselves has/ have tendered for the same work. Failure to observe this condition would render tenders of the Contractors tendering, as well as witnessing the tender, liable to summary rejection.

18.0 SIGNING OF CONTRACT AGREEMENT

- 18.1 The tenderer whose tender has been accepted will be notified of the award by the RITES Ltd. for & on behalf of Employer by issue of a 'Letter of Acceptance' prior to expiration of the Bid Validity period, in the form at **Annexure VI**. Within the period specified in Clause 1 of 'Clause of Contract',

Signature of the tenderer
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of the date of issue of Letter of Acceptance, the successful tenderer shall deliver to the Employer, Performance Guarantee.

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.

- 18.1.1 The tenderer whose Tender is accepted shall be required to submit 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. The cost of the stamp papers shall be borne by the tenderer.
- 18.2 At the same time the RITES Ltd. for & on behalf of Employer notifies the successful tenderer that his tender has been accepted. RITES Ltd. for & on behalf of the Employer will direct him to attend the RITES Ltd. office within 28 days of issue of Letter of Acceptance for signing the Agreement in the Proforma at **Annexure VII**.

ANNEXURE – I**QUALIFYING CRITERIA:****1. Annual Financial Turnover**

The bidder should have achieved a minimum annual financial turnover of **Rs.6.63 Crores** in any one of the last 5 financial years.

Notes :

- i) 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.
- ii) Closing stocks in whatsoever manner should not form part of turnover.
- iii) Weightage of 5% (compounded annually) shall be given for equating the financial turnover of the previous years to the current year.
- iv) For considering the financial years, for example for a work for which the tender is being opened in financial year 2008-09, the last five financial years shall be 2007-08, 2006-07, 2005-06, 2004-05 and 2003-04. For a tender opened on (say) 06.10.08 (F.Y. 2008-09), with weightage of 5% compounded annually, the weightages to be applied on the Turnover of the previous five Financial Years will be : F.Y. 2007-08 = 1.050; F.Y. 2006-07 = 1.103; F.Y. 2005-06 = 1.158; F.Y. 2004-05 = 1.216; F.Y. 2003-04 = 1.276.
- v) 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 Criteria.
- vi) The tenderer 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 may not be accepted.
- vii) 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 year may be adopted for evaluating the credentials of the bidder.

2. WORK EXPERIENCE**a. Similar Works Experience**

The Bidder should have manufactured and having the Inspection certificate of passed a minimum total quantity of either for Switches or CMS crossings (Broad Gauge) mentioned below under Sl. No. 1 & 2 in any one year during the last 5 years prior to date of submission of bids.

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Sl.No.	Description of Points & Crossing and Derailing Switches	Unit	Quantity
1.	1 in 8 ½ Switches with 60 Kg (IRS-T012) 90 UTS 1 st Quality rails & CMS Crossings with 60 Kg (IRS-T012) 90 UTS 1 st Quality rails as per RDSO Drg.No. T-4865 or 1 in 8 ½ Switches with 60 Kg (IRS-T012) 90 UTS 1 st Quality rails as per RDSO Drg.No. T-4966 or 1 in 8 ½ CMS Crossings as per RDSO Drg.No. T-4967	Set	47
2	1 in 12 Switches with 60 Kg (IRS-T012) 90 UTS 1 st Quality rails & CMS Crossings as per RDSO Drg.No. T-4218 or 1 in 12 Switches as per RDSO Drg.No. T-4219 with 60 Kg (IRS-T012) 90 UTS 1 st Quality rails or 1 in 12 CMS Crossings as per RDSO Drg.No. T-4220	Set	10

Notes:-

- i) The tenderer should be a Railway Board/RDSO approved manufacturers both for Switches & CMS Crossings(Broad gauge) to make a complete set of Turnout or either for Switches or for CMS crossings. The documentary evidence i.e, the certificate issued by Railway Board/RDSO in favour of the bidder has to be submitted along with the offer.
- ii) In case the bidder is approved by Railway Board/RDSO for manufacturing either for Switches or for CMS crossings, in that case the bidder should indicate the name of manufacturers approved by Railway Board/RDSO wherefrom they will take and supply to make a complete set of Turnout as per 'Schedule(Bill) of Quantities' and the bidder have to submit the certificate issued by Railway Board/RDSO in favour of that manufacturers for the said materials and willingness of that manufacturers to supply the same along with their offer, failing which the tender submitted by the bidder will be liable to rejected without any further reference to the bidder.
- iii) Tender for Part supply of Turnouts(Broad gauge) will not be entertained and the tender having such condition will be summarily rejected.
- iv) In respect of fulfilling of criteria 2(a) above, Certificate from the Railways/ IRCON/RITES/PSU and other Govt. Organisations to which supply has been made for the last five years prior to submission of bids should be submitted along with the bids.

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- v) The cut off date shall be calculated backwards from the date of submission/opening of tender i.e. for a tender which is being opened on 6.10.09, the cut off date shall be 07.10.04.

3. SOLVENCY CERTIFICATE

A Solvency Certificate of minimum solvency of **Rs.2.65 Crores** (suggested format at Proforma **2**) from a Nationalized or a Scheduled Bank issued not earlier than 6 months from the last date of submission of tender is required to be submitted by the bidder.

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 atleast one out of the three earlier Financial years.

The bidder should furnish net profit of last 5 years in 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 satisfies the Qualifying Criteria shall be indicated in the tabular statement.

5. JOINT VENTURES

Joint Ventures are not allowed.

6. DECLARATION OF 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 dealing 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 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.

7. CHECK LIST OF DOCUMENTS TO BE SUBMITTED

a) By Bidders other than Joint Ventures

i) Annual Turnover

- Annual financial turnover for each of the last 5 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)

ii) Work Experience

- Similar Work Experience : Proforma 1 with details of 1, 2 or 3 works as the case may be, which satisfy requisite qualification criterion (Refer Para 2a).
-

iii) Solvency Certificate.

Suggested format at Proforma 2 (Refer Para 3)

iv) Profitability

- i) Net profit of last 5 years in tabular form.
- ii) 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).

v) Declaration by Bidder

Proforma 3 (Refer Para 6)

Proforma-1

WORK EXPERIENCE

1. NAME OF THE TENDERER :

2. LOCATION OF PLANT :

3. DETAILS OF SUPPLIES MADE DURING LAST 5 YEARS PRIOR TO SUBMISSION OF BID:

Period	Numbers of Switches and CMS Crossings supplied (in set)				Zonal Railways to which supplied
	1 in 8½		1 in 12		
	Switches	CMS Crossings	Switches	CMS Crossings	

Date:

BIDDER'S SIGNATURE

NAME OF THE AGENCY

SEAL

Note :

1. Certificate from the Railways/IRCON/RITES/PSU and other Govt. Organisations to which supply has been made for the last five years prior to submission of bids should be submitted along with the bids.

Signature of the tenderer
Under seal of the firm

Proforma 2**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.

Signature of the tenderer
Under seal of the firm

Proforma 3**DECLARATION BY THE BIDDER**

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

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

- i) We have 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) The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- vi) 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 dealing will be banned.

SEAL, SIGNATURE & NAME OF THE BIDDER

Signing this document

Signature of the tenderer
Under seal of the firm

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

From _____ To RITES Ltd. _____

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 Partnership Deed/ Memorandum and Articles of Association of the firm.
 - b) Self attested copy of PAN/TAN issued by Income Tax Department.
 - c) Self attested copy of a latest certificate validity of which is not expired on the date of submission of bid, confirming that the applicant is a RDSO/Railway board approved manufacturer of B.G. line PSC sleepers and B.G. PSC sleepers for turnouts.
 - d) Annual Turnover
 - (i) Annual financial turnover for each of the last 5 years in 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.
 - e) Work Experience
 - i) 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.
 - f) Solvency Certificate - Proforma 2.
 - g) Profitability - Net profit of last 5 years in tabular form with self attested copies of Profit and Loss Statements for the last 5 or 3 Financial Years as applicable.
 - h) Declaration – Proforma 3
 - i) Self attested copy of Sales Tax, Income tax, Service Tax Registration Certificate (as applicable).
 - j) Self attested copy of ISO 12000 Certificate (if any)

Signature of the tenderer
Under seal of the firm

2. I have furnished all the information and details necessary to prove that I satisfy all the Qualification Criteria laid down.
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 have also enclosed written Power of Attorney of the signatory of the tender on behalf of the tenderer.

Yours faithfully,

Encl: as In Para 1

Signature of Applicant

with Name _____

Date with seal

Signature of the tenderer
Under seal of the firm

ANNEXURE IV**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 _____, 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 and shall always be deemed to have been done by us.

(Signature and name of authorized signatory)

(Signature and name in block letters of all the remaining partners of the firm, Signatory for the Company)

Seal of firm/ Company

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

Notes:

- To be executed by all the members individually
- 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.

Signature of the tenderer
Under seal of the firm



ANNEXURE VI

(FORM OF LETTER OF ACCEPTANCE)
(By REGD POST / ACK.DUE)
(On the letter head of RITES)

NO. : RITES/
To

Dated :

(Name & Address of the Contractor)

Dear Sirs,

Sub: TENDER No. _____ FOR THE WORK OF _____

Ref: Your tender dated _____ and letter dated _____.

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).

The time of _____ months allowed for execution of the work will be reckoned from 15 days after the date of issue of this Letter of Acceptance or Work Order, whichever is earlier.

You are requested to contact _____ (complete designation and address of the project-in-charge) 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. In terms of Para 18.1.1 of Section-1 of the Tender documents, you are requested to submit Stamp paper of Rs.100/- each in duplicate within 15(fifteen) days of issue of this Letter of acceptance to this effect. 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 has 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 shall constitute a binding Contract between us pending execution of formal Agreement.

Your letter referred to above shall form part of the Contract.

Yours faithfully,

RITES LIMITED
For and on behalf of _____ (The Employer)

Signature of the tenderer
Under seal of the firm



Copy to :

1. _____ (The Employer) for information.
(To be included on the Original sent to the Contractor)
2. Project-in-charge (Complete designation and address)
3. Associated Finance (Not in original)

ANNEXURE VII**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.
 - i) The Letter of Acceptance dated _____.
 - ii) Priced Schedule (Bill) of Quantities
 - iii) Notice Inviting Tender and Instructions to Tenderers.
 - iv) RITES Tender and Contract Form
 - v) Special Conditions of Contract
 - vi) Amendment, if any
 - vii) Standard Conditions of Contract of Stores.
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.

Signature of the tenderer
Under seal of the firm

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

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.

Signature of the tenderer
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- 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.

PART-1

TECHNICAL BID

SECTION -2

SECTION 2

TENDER AND CONTRACT FOR WORKS

To

RITES Ltd.

Project Office

56, C.R. Avenue, 2nd floor,

Kolkata-700 012.

1. I/We have read and examined the Notice Inviting Tender and Instructions to Tenderers, Standard Conditions of Contract, Special Conditions of Contract, Specifications applicable, Schedule of Quantities, other documents and rules referred to in the Conditions of Contract and all other contents 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 Tender Document within the time specified in, 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 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 120 days** from the due date of submission thereof and not to make any modifications in its terms and conditions.
4. A sum of Rs. _____ is hereby forwarded in the form of Banker's cheque/Demand Draft drawn on any Schedule Bank issued in favour of RITES Ltd., payable at **Kolkata** 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 **supply the materials** 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 absolutely.
7. Further, I/We hereby agree that in case of forfeiture of Earnest Money as aforesaid in Paras 5 & 6, I/We shall be debarred for participation in re-tendering process of the work.
8. 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 **Para 5.0** of Special Condition of Contract.
9. 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.
10. I/We hereby declare that I/We shall treat the tender documents 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

Signature of the tenderer
Under seal of the firm

am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Employer/State.

11. 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.
12. 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.
13. 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.
14. 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.

Signature of Authorized Person/s

Date

Name/s & Title of Signatory

Name of Tenderer

Postal Address

Seal

Witness

Signature

Name

Postal Address

Occupation

PART-1

TECHNICAL BID

SECTION -3

SECTION 3

SPECIAL CONDITIONS OF CONTRACT FOR SUPPLY OF POINTS & CROSSINGS.

1. The “Special Conditions of Contract” besides the ‘Standard Conditions of Contract for stores’ and Instruction to Tenderers” will also Govern the contract.
2. Tenderers may please note that the tender is being invited for & on behalf of NTPC Ltd (Employer) for Proposed Railway Infrastructure in connection with Project Management & Construction of Coal & Lime Transportation System for Bongaingaon Thermal Power Project (3 x 250MW) Dist-Kokrajhar, Assam.
3. **Rates:-** The quoted rates of Points & Crossings and Derailing Switches should be inclusive of all taxes & duties of Central, State, Local bodies etc., Inspection charges and charges for loading, transportation, unloading and stacking at respective project’s site stores of RITES/NTPC Ltd.
4. All the materials should be as per RDSO drawing no. and conforming IRS specifications.
5. The supply of materials in accordance with the terms & conditions of this contract shall be effected at the accepted rate.
6. Tenderers should note that they should indicate in their offer the basic cost of materials (i.e. the const of materials exclusive of ED, Cess, Sales Tax/VAT/CST and freight)
7. The unit rate quoted for sleeper and/or sleeper set will hold good for a Deviation limit (\pm) 25% of the quantity covered by the contract. This stipulation will be applicable for each type of sleeper / sleeper set to be supplied to the nominated store Depot.
8. **Any new impost & variation in Taxes & Duties on finished Product after the date of opening of bids will be on purchaser account and will be considered based on the quoted basic rate at the prevalent rate at the time of delivery of materials.**
9. **Quality of Rails:-** 1st quality of rails are to used for manufacturing of Switches, lead rails and Check Rails.
10. **Inspection:-** It is the contractor’s responsibility to get the materials inspected by RITES’ Inspection Wing (QA) Divn)/RDSO as the case may be before effecting dispatch. The

Signature of the tenderer
Under seal of the firm

materials delivered at site duly passed by the Inspecting Authority and having Inspection certificate will only be accepted. Inspection certificate has to be produced and submitted at the time of delivery of materials at site. **1st Quality rails used for manufacturing of the items shall have to be got verified by RITES' Inspection Wing (QA) Divn). The inspection certificate issued by RITES' Inspection Wing (QA) Divn) should ensure that the rails used for the items are of 1st Quality rails only.**

11. RITES Project Office for & on behalf of NTPC Ltd also reserves the right to undertake any testing of the materials, if necessary before acceptance of the materials.
12. Any materials and accessories are rejected at destination by Engineer In-Charge or his authorized representative as well as supply of materials due to damage or any other defects shall have to be replaced by good ones free of cost after being duly inspected and passed by Inspecting Authorities.
13. **Warranty:-** The Contractor should guarantee that the materials which are supplied, shall be manufactured fully in accordance with RDSO drawing no. and conforming IRS specifications.
14. **Loading:-** Only those materials which have been passed properly marked and accepted by the Inspecting Officer shall be loaded in road vehicles for dispatch. The loading of the passed materials shall be done by the contractor at his cost, as per the loading arrangement approved by Railways (i.e. by mechanical equipment etc.) The materials shall be properly secured to avoid movement and displacement during transit. The contractor shall be responsible to replace free of cost all the materials which are found damaged in transit on account of defective loading.
15. **Unloading:-** The unloading & stacking of the materials shall be done by the contractor at his cost, as per the guide line of Indian Railways. The contractor shall be responsible to replace free of cost all the materials which are found damaged on account of defective unloading & stacking (i.e. by mechanical equipment etc.)
16. **Jurisdiction of Courts:** The Courts of the place from where the tender documents and acceptance of tender has been issued shall alone have jurisdiction (i. e. **Kolkata**) to decide any dispute arising out of or in respect of the contract.

17. **Consignee of materials:** Materials will be received by Engineer In-Charge of RITES or his authorized representative of RITES for on behalf of NTPC Ltd/Bg.TPP.
18. **Place of Delivery:** The Points & Crossing and Derailing Switches are required to be supplied at nominated site as indicated in Para 1.5 of Section-I of Tender Document or as directed by Engineer In-charge or his authorized representative at site.
19. **Delivery Period:** The ordered quantity shall be supplied within 6 **(six) months** 15 days from the date of issue of LOA/Work order whichever is earlier.
20. **Payment:** On receipt of materials at site and submission of bills by the contractor(s), RITES will prepare the bill and record in the Measurement Book(M.B.) for release of payment. The bill recorded in the M.B. are also to be signed by the authorized representative of the contractor(s) having Power of Attorney to sign the bills and M.B.
21. Release of payment will be considered to the contractor only after the receipt of certified passed material free from any damages and stacked in good condition at destination Depot/Site along with the Inspection Certificate.
22. 100% payment on receipt of fund from Employer will be made within 15 days for the supplied materials at site duly passed by the inspecting authorities and free from any damages.
23. No plants & equipments or machineries/Labour will be arranged by RITES/Employer for loading, unloading & stacking at site. The contractor's have to arrange at their own.
24. Where under a contract, the price payable is fixed on F.O.R. destination of despatch basis, the Contractor shall, if the stores are rejected at destination by the consignee be liable in addition to his other liabilities, to reimburse to the Purchaser the freight paid by the Purchaser.
25. **Laws Governing The Contract:**
- 25.1 This Contract shall be governed by the Laws of India being in force.
- 25.2 Irrespective of the place of delivery, the place of performance or the place of payment under the order, the order shall be deemed to have been made at the place from where the acceptance of tender has been issued.

SECTION -4

STANDARD CONDITIONS OF CONTRACT FOR STORES

SECTION-4

STANDARD CONDITIONS OF CONTRACT FOR STORES

0100 Definition and Interpretation

0101 In the Contract, unless the context otherwise requires:

0102 “Acceptance of Tender” means the letter of memorandum communicating to the Contractor the acceptance of his tender and includes an advance acceptance of his tender.

0103 “Consignee” means where the stores are required by the acceptance of tender to be dispatched by rail, road, air or steamer as the case may be, the person specified in the Acceptance of Tender to whom they are to be delivered at the destination where the stores are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other persons; and in any other case the person to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified;

0104. “Contract” means and includes the Notice invitation to tender, instructions to tenderers, tender, acceptance of tender, General Conditions to Contract for stores, Special Conditions of Contract, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the for the contractor and a formal agreement, if executed;

0105. The “Contractor” means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the contractors’ successors (approved by the Purchaser), representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract;

0106. “The Sub-contractor” means any person, firm or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the stores;

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0107. "Drawing" means the drawing or drawings specified in or annexed to the Schedule or Specifications;
0108. RITES means RITES LTD., having its Registered Office at "Scope Minar", Laxmi Nagar, Delhi- 110 092 and Corporate office at "RITES BHAWAN", No.1, Sector-29, Gurgaon-122 011.
0109. "The Inspecting Officer" means the person specified in the contract for the purpose of Inspection of stores or work under the contract and includes his authorized representative;
0110. "Material" means anything used in the manufacture or fabrication of the stores;
0111. "Particulars" include-
- (a) specification;
 - (b) drawing;
 - (c) pattern bearing the seal and signature of the Inspecting Officer (hereinafter called the sealed pattern) which shall include also a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;
 - (d) sample sealed by the Purchaser for guidance of the Inspecting Officer (hereinafter called the certified sample) which shall include a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;
 - (e) trade pattern, that is to say, a pattern, stores conforming to which are obtainable in the open market and which denotes a standard of the Indian Standard Institute or other standardizing authority or a general standard of the industry;
 - (f) 'Proprietary mark' or 'brand' means the mark or brand of a product which is owned by an industrial firm;
 - (g) any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract;

0112. "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract for & on behalf of the Purchaser;
0113. "The Purchaser" means RITES Ltd. Kolkata Project Office, 56, C. R. Avenue, 2nd floor, Kolkata-12 for & on behalf of Employer;
0114. "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof;
0115. "Site" means the place specified in the contract at which any work is required to be executed by the contractor under the contract or any other place approved by the Purchaser for the purpose;
0116. "Stores" means the goods specified in the contract which the contractor has agreed to supply under the contract;
0117. "Purchase Order" means an order for supply of stores and includes an order for performance of service;
0118. "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;
0119. "Unit" and "Quantity" means the unit and quantity specified in the contract;
0120. "Writing" or "Written" includes matter either in whole or in part, in manuscript, type written, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be;
0121. The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract, to:-
- (a) the consignee at his premises; or
 - (b) where so provided the interim consignee at his premises ; or

- (c) a carrier or other person named in the contract for the purpose of transmission to the consignee, or
- (d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.

0122. Words in the singular include the plural and vice versa;
0123. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not;
0124. The heading of these conditions shall not affect the interpretation or construction thereof;
0125. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended), or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended), as the case may be.
0200. **Parties**
The parties to the contract are the Contractor and the Purchaser, as defined in Clauses 0105 and 0113.
0201. **Authority of person signing the Contract on behalf of the Contractor:-**
A person signing the tender or any other document in respect of the Contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorize the making of a purchase of the stores at the risk and cost of such person and hold such person liable to the Purchaser for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase. The provisions of Clause **0700** shall apply to every such purchase as far as applicable.

0202. Address of the Contractor and notices and communications on behalf of the Purchaser:-

- (a) For all purposes of the contract, including arbitration thereunder, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.
- (b) Any communication or notice on behalf of the Purchaser in relation to the contract may be issued to the Contractor by the Purchase Officer and all such communications and notices may be served on the Contractor either by registered posts or under certificate of posting or by ordinary post or by hand delivery at the option of such officer.

0300. **DELETED**

0400. **Contract.**

0401. This contract is for the supply of the stores of the description, specifications and drawings, and in the quantities set-forth in the contract on the date or dates specified therein. Unless otherwise specified, the stores shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer. The stores shall further be in all respect acceptable to the Inspecting Officer.

0402. Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract incorporated in a formal instrument or in exchange of letters and signed by the parties.

0500. **Security Deposit**

0500.1 It the event of acceptance of tender, the **earnest money deposited** by the successful bidder will be **retained by RITES as part of security deposit** for the due and faithful fulfillment of the contract.

0501 **Recovery of Security Deposit:**

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- 501.1 The person/persons whose tender(s) may be accepted (herein after called the contractor) shall permit the RITES/Employer at the time of making any payment to the Contractor for work done under the contract to deduct a sum at the rate of 5%(five percent) of the gross amount of each running bill till the sum along with sum already deposited as earnest money will amount to Security deposit of 5% (five percent) of the tendered value of the work.
- 501.2 Final refund of the security deposit, unless forfeited in whole or in part, according to the terms and conditions of the contract, will be made on receipt of certificate from the Engineer-in-Charge to the effect that the supply of materials has been completed in all respects within the stipulated period in accordance with the contract and that all defects noticed and reported to him have been rectified by the Contractor satisfactorily and that there is no demand outstanding against the Contractor.
- 501.3 No interest will be payable on the Earnest Money, Security Deposit or the amounts payable to the Contractor under the contract.
- 501.4 If the contractor, having been called upon by the purchaser to furnish security, fails to make and to maintain a security deposit within the specified period, it shall be lawful for the purchaser to cancel the contract or any part thereof and to purchase or authorize the purchase of stores at the risk and cost of the contractor and in that event the provisions of clause 0702 shall apply as far as applicable.
- 501.5 No claim shall lie against the Purchaser in respect of interest on cash deposits or RITES Securities or description thereof.
- 501.6 The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default failure or neglect on the part of the contractor in the fulfillment or performance in all respect of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any contract and in either of the events aforesaid to call upon the Contractor to

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maintain the said security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.

0502. If the Contractor, having been called upon by the Purchaser to furnish security, fails to make and to maintain a security deposit within the specified period, it shall be lawful for the Purchaser:-

- (a) to recover from the Contractor the amount of such security deposit by deducting the amount from the pending bills of the Contractor under the contract or any other contract with the Purchaser or the RITES Ltd. or any person contracting through the Purchaser or otherwise howsoever, or
- (b) to cancel the contract or any part thereof and to purchase or authorize the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of Clause 0702 shall apply as far as applicable.

0600. **Delivery**

0601. The Contractor shall as may be required by the Purchaser deliver at the place/places detailed in the contract, the quantities of the stores detailed therein and the stores shall be delivered or dispatched not later than the dates specified in the contract. The delivery, will not be deemed to be complete until and unless the stores are inspected and accepted by the inspecting Officer as provided in the contract.

0602. The Purchaser shall not be liable to render assistance to the Contractor in securing or to arrange for or provide transport to the Contractor unless it is so specifically stated in the contract.

0603. Notwithstanding any inspection and approval by the Inspecting Officer on the Contractor's premises, property in the stores shall not pass on to the Purchaser until the stores have been received, inspected and accepted by the consignee.

0604. No stores shall be deliverable to the consignee's depots on Sundays and public holidays without the written permission of the **consignee**. The contractor should

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contact and intimate the consignee prior to deliver the stores at the place provided in the contract.

0700. **Time for and Date of Delivery; the Essence of the Contract**

The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) so specified or extended.

0701. **Progressing of Deliveries.** – The Contractor shall allow reasonable facilities and free access to his works and records to the Inspecting Officer, Progress Officer or such other Officer as may be nominated by the Purchaser for the purpose of ascertaining the progress of the deliveries under the contract.

0702. **Failure and Termination.** If the Contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights -

- (a) recover from the Contractor as **agreed liquidated damages and not by way of penalty a sum equivalent to 2 per cent of the price of any stores** (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, or
- (b) cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not in, the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of the Contractor. It shall, however, be in the discretion of the purchaser to collect or not the security deposit from the firm/firms on whom the contract is placed the risk and expense of the defaulted firm.

Where action is taken under Sub-clause (b) above, the Contractor shall be liable for any loss which the Purchaser may sustain on that account provided the purchase, or, if there is an agreement to purchase, such agreement is

made, in case of failure to deliver the stores within the period fixed for such delivery in the contract or as extended within six months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, within six months from the date of cancellation of the contract. The Contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the Purchaser. It shall not be necessary for the Purchaser to serve a notice of such purchase on the Contractor.

Note:- In respect of the stores which are not easily available in the market and where procurement difficulties are experienced, the period for making risk purchase shall be nine months instead of six months provided above.

0703. **Consequences of Rejection.** - If on the stores being rejected by the Inspecting Officer or Interim Consignee or Consignee at the destination, the Contractor fails to make satisfactory supplies within the stipulated period of delivery, the Purchase shall be at liberty to:

- i) require the Contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account, or
- ii) purchase or authorize the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily available) without notice to the Contractor at his risk and cost and without affecting the Contractor's liability as regards the supply of any further installment due under the contract, or
- iii) cancel the contract and purchase or authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily available) at the risk and cost of the Contractor. In the event of action being taken under Sub-clause (ii) above or under this Sub-clause, the provision of Clause 0702 above will apply as far as applicable.

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- iv) where under the contract the price payable is fixed f.o.r. despatching station, the Contractor shall, if the stores are rejected at destination by the consignee, be liable, in addition to his other liabilities, including refund of price recoverable in respect of the stores so rejected, to reimburse to the Purchaser the freight and all other expenses incurred by the Purchaser in this regard.

0800. **Extension of Time for Delivery.** - If such failure as aforesaid shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser shall allow such additional time as he considers to be justified by the circumstances of the case, and shall forego the whole or such part, as he may consider reasonable, of his claim for such loss or damage as aforesaid. Any failure or delay on the part of sub-contractor, through their employment may have been sanctioned under Condition 1500 hereof, shall not be admitted as a reasonable ground for any extension of time or for exempting the Contractor from liability for any such loss or damage as aforesaid.

01200. **Examination of Drawing, Specifications and Patterns.** - When tenders are called for in accordance with a drawing, specifications or sealed pattern the Contractor's tenders to supply in accordance with such drawing, specifications or sealed pattern shall, be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and, in no circumstances, will any claim on his part which may arise on account of his insufficient examination of the said drawing, specification or sealed pattern be considered.

1000. **Mistakes in Drawing.**

The Contractor shall be responsible for and shall pay for any alterations for the works due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Purchaser or not provided that such discrepancies, errors or omission be not due to inaccurate information or particulars furnished to the Contractor on behalf of the Purchaser. If any dimension figure upon a drawing on plan differ from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawings or plan shall be taken as correct.

1100. **DELETED**

1101. **DELETED**
1102. **DELETED**
1103. **DELETED**
1104. **DELETED**
1105. **DELETED**
1106. **DELETED**
1107. **DELETED**
1108. **DELETED**
1109. **DELETED**
1110. **DELETED**
-
1200. **Risk of Loss or Damage to RITES Ltd. a Public Sector Enterprise under Ministry of Railways or Purchaser's Property.**
1201. All the property of the RITES Ltd. or Purchaser loaned whether with or without deposit on terms and conditions to be separately agreed upon in respect of each particular contract to the Contractor in connection with the contract shall remain the property of the RITES Ltd. or the Purchaser, as the case may be. The Contractor shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.
1202. All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within twenty-four hours of the receipt thereof notified the Purchase Officer to the contrary. If the Contractor fails to notify any defect in the condition or quality of such property he shall be deemed to have lost the right to do so at any subsequent stage.
1203. The Contractor shall return all such property and shall be responsible for the full value thereof to be assessed by the Purchaser whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants workmen or agents.
1204. Where such property is insured by the Contractor against loss or fire at the request of the RITES Ltd. or Purchase such insurance shall be deemed to be effected by way of additional Precaution and shall nor prejudice the liability of the Contractor as aforesaid.

1300. **Inspection by Inspecting Officer.**

1301. (a) When inspection during manufacture or before delivery or dispatch is required, notice in writing shall be sent by the Contractor to the Inspecting Officer when the stores or material to be supplied are ready for inspection and test, and no stores shall be delivered or dispatched until the Inspecting Officer has certified in writing that such stores have been inspected and approved by him.

(b) In cases where the Inspecting Authority specified in the contract required on behalf of the Purchaser that inspection of the raw materials to be used and/or stage inspection during the manufacturing process of the component/stores, etc. is also to be done, notice in writing shall be sent by the Contractor to the Inspecting Officer to visit his premises/works to test the raw materials and/or conduct necessary inspection during the manufacturing process of the component/stores, etc. as deemed essential.

1302. **Marking of Stores.**- The Contractor shall, if so required, at his own expense, mark all the approved stores with a recognized RITES Ltd. or Purchaser's mark. The stores which cannot be so marked shall, if so required by the Inspecting Officer, be packed at his own expense in suitable packages or cases, each of which shall be sealed and marked with such mark. The Inspecting Officer shall also have power to mark the rejected stores with a rejection mark so that they may be easily identified, if resubmitted for inspection.

1303. **Facilities for Test and Examination.** – The Contractor shall, at his own expense afford to the Inspecting Officer all reasonable facilities and such accommodation as may be necessary for satisfying himself, that the stores are being and/or have been manufactured in accordance with the particulars. The Inspecting Officer shall have full and free access at any time during the execution of the contract to the Contractor's work for the purpose aforesaid, and he may require the Contractor to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other place specified by the Inspecting Officer and if the Contractor has been permitted to employ the services of a sub-Contractor, he shall in his contract with the sub-Contractor, reserve to the Inspecting Officer a similar right.

1304. **Cost of Test.-** The Contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting Officer may demand of him for any test and examination, other than special or independent test, which he shall require to be on the Contractor's premises and the Contractor shall bear and pay all costs attendant thereon. If the Contractor fails to comply with the conditions aforesaid, the Inspecting Officer shall, in his sole judgement, be entitled to remove for test and examination all or any of the stores manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspecting Officer, that the Contractor has failed to provide the facilities and the means, for test examination shall be final.
1305. **Delivery of Stores for Test.-** The Contractor shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspecting Officer may specify, such material or stores he may require.
1306. **Liability for Costs of Special or Independent Test.-** In the events of rejection of stores or any part thereof by the Inspecting Officer in the consequence of the sample thereof which is removed to the laboratory or other places of test, being found on test, to be not in conformity with the contract, the Contractor shall, on demand pay, to the Purchaser all costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the laboratory to private persons for similar work.
1307. **Method of Testing.-** The Inspecting Officer shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting Officer.
1308. **Stores Expended in Test.-** Unless otherwise provided for in the contract if the test proves satisfactory and the store or any installment thereof is accepted, the quantity of the stores or material expended in the test will be deemed to have been taken delivery of by the Purchaser and be paid for as such.
1309. **Powers of Inspecting Officer.-** The Inspecting Officer shall have the power-

- i) before any stores or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
- ii) to reject any stores submitted as not being in accordance with the particulars.
- iii) To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
- iv) The Inspecting Officer's decision as regards the rejection shall be final and binding on the Contractor.

1400. **Charges for Work Necessary for Completion of the Contract.**- The Contractor shall pay all charges for handling, stamping, painting, marking, protecting or preserving patent rights, drawings, templates, models and gauges and for all such measures at the Purchaser or the Inspecting Officer may deem necessary for the proper completion of the contract, though special provision therefore may not be made in the specification of drawings.

1500. **Responsibility of the Contractor for Executing the Contract.**

1501. **Risk in the Stores.** – The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants shall remain in every respect at the risk of the Contractor, until their actual delivery to the consignee at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the contract as interim consignee for the purpose of dispatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores after approval by the Inspecting Officer are awaiting dispatch or delivery or are in the course of transit from the Contractor to the consignee or, as the case may be, interim consignee.

The Contractor shall alone be entitled and responsible to make claims against the carrier in respect of non-delivery, short delivery, misdelivery, loss, destruction,

damage or deterioration of the goods entrusted to such carrier by the Contractor for transmission to the consignee or the interim consignee as the case may be.

1502. **Consignee's Right of Rejection.** – Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion or consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion or consignment thereof is not in all respects in conformity with the firms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

Note: In respect of materials pre-inspected at the firm's premises the consignee will issue rejection advice within 120 days from the date of receipt.

1503. Provided that where, under the terms of the contract the stores are required to be delivered to an interim consignee for the purpose of dispatch to the consignee, the stores shall be at the Purchaser's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the Purchaser to reject the stores or any part, portion of consignment thereof upon their actual delivery to him at the destination if they are not in all respects in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.

1504. The provisions contained in **Clause 2200** relating to the removal of stores rejected by the Inspecting Officer shall mutates mutandis apply to stores rejected by the consignee as herein provided.

Note: In respect of stores inspected during manufacture or before delivery or dispatch at contractor's premises the consignee will issue communication of rejection within 120 days from the date of actual delivery thereof.

1505. **Subletting and Assignment.** - The Contractor shall not, save with the previous consent in writing of the Purchaser, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof any manner whatsoever.

In the event of the Contractor's subletting or assigning this contract or any part thereof without such permission, the Purchaser shall be entitled to cancel the contract and to purchase the stores elsewhere on the Contractor's account and risk and the Contractor shall be liable for any loss or damage which the Purchaser may sustain in consequence or arising out of such purpose.

1506. **Changes in a Firm.** – (a) Where the Contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser, which may be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.

(b) On the death or retirement of any partner of the Contractor firm before complete performance of the contract, the Purchaser may, at his option cancel the contract and in such case the Contractor shall have no claim whatsoever to compensation against the Purchaser.

(c) If the contract is not determined as provided in Sub-clause (b) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Purchaser by registered post acknowledgement due.

(d) Consequence of breach.- Should a partner in the Contractor firm commit a breach of Sub-clause 1505 above or the Contractor should commit a breach of the conditions 1506 (a) of this Subclause, it shall be lawful for the Purchaser to cancel the contract and purchase or authorize the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of Clauses 0600 and 0700 as far as applicable shall apply.

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- (e) The decision of the Purchaser as to any matter or thing concerning or arising out of this sub-clause or on any question whether the Contractor or any partner of the Contractor firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the Contractor.

1507. Assistance to the Contractor:-

The Contractor shall be solely responsible to procure any material or obtain any import or other license or permit required for the fulfillment of the contract and the grant by the Purchaser or any other authority of a quota certificate or permit required under any law for distribution or acquisition of iron and steel or any other commodity or any other form of assistance in the procurement of the material aforesaid or any attempt to render assistance in the matter aforesaid, or shall not be construed as a representation on the part of the Purchaser that the material covered by such licence or permit or quota certificate is available or constitute any promise, undertaking or assurance on the part of the purchaser regarding the procurement of the same on effect any variation in the rights and liabilities of the parties under the contract.

But, if by reason of any such assistance as aforesaid, the Contractor obtains any materials at less than their market price or the cost of production of the stores is lowered the price of the stores payable under the contract shall be reduced proportionately, and the extent of such reduction shall be determined by the Purchaser whose decision shall be final and binding on the Contractor.

1600. Use of Raw Materials secured with RITES Ltd. a Public Sector Enterprise under Ministry of Railways Assistance.

1601. (a) Where any raw material is procured for the execution of a contract with the assistance of the RITES Ltd. rendered in the form of permit, or license or quota certificate/essentiality certificate or release order issued by or on behalf of or under the authority of the RITES Ltd. or by an officer empowered in that behalf, or
- (b) where the raw material is issued to the Contractor from RITES Ltd. stock, or
- (c) where advance payments are made to the Contractor to enable him to purchase the raw material, or
- (d) where raw material is arranged by the RITES Ltd. , the Contractor-
- (i) shall hold such material as trustee for the RITES Ltd. ,

- (ii) shall use such material economically and solely for the purpose of the contract.
- (iii) shall not dispose of the same without the previous permission in writing of the Purchaser, and
- (iv) shall render due account of such material and return to the RITES Ltd. at such place as the Purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever.

On returning such material, the Contractor shall be entitled to such price therefore as the Purchaser may fix, having regard to the condition of such material.

1602. Where the contract is terminated due to any default on the part of the Contractor, the Contractor shall pay all transport charges incurred for returning any material upto such destination as may be determined by the Purchaser and the decision of the Purchaser in that behalf shall be final and binding on the Contractor.

1603. If the Contractor commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to the RITES Ltd. for all moneys, advantages or profits accruing from or which, in the usual course, would have accrued to him by reason of such breach.

1604. Where the stores manufactured or fabricated by the Contractor out of the material arranged or procured by or on behalf of the RITES Ltd. are rejected, the Contractor shall, without prejudice to any other right or remedy of the RITES Ltd. , pay to the RITES Ltd., on demand, the cost price or market value of all such materials whichever is greater.

1700. **Indemnity.**

1701. The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of letters patent, registered designs or trade mark being made against the Purchaser, the Purchaser shall notify the Contractor of the

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same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

1702. **DELETED**

1800. **Packing.**

1801. The Contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.

1802. Unless otherwise, provided in the contract all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the Contractor, shall be considered as non-returnable and their cost as having been included in the contract price.

1803. If the contract provides that the containers shall be returnable, they must be marked 'returnable' and they will be returned to the Contractor as per terms of the contract.

1804. If the contract provides that the containers shall be returnable, they shall be invoiced by the Contractor at the price specified in acceptance of tender. In such cases, the Contractor shall give full credit for the invoiced amount if the containers are returned to the Contractor. Return of containers shall be made within a reasonable time and in the event of any dispute or difference arising as to whether the containers were so returned, the decision of the Purchaser thereon shall be final and binding and the Purchaser may, in his discretion award, such compensations as may in his opinion be proper for any undue delay in returning the containers.

1805. Each bale or package delivered under the contract shall be marked by the Contractor at his own expense. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the description and quantity of the stores, the name and address of the Consignee, the gross weight of the package and the name of the Contractor with a distinctive number of mark sufficient for the purpose of identification. All markings shall be carried out with such material as may be found satisfactory by the Inspecting Officer as regards quickness of drying, fastness and indelibility.

1806. The Inspecting Officer may reject the stores if the stores are not packed and/ or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be final and binding on the Contractor.

1807. Each bale or package shall contain a packing note specifying the name and address of the Contractor, the number and date of the acceptance of tender or supply order and the designation of the Purchase Officer issuing the supply order, the description of the stores and the quantity contained in such bale or package.

1900. **Notification of Delivery.**

Notification of delivery or dispatch in regard to each and every installment shall be made to the consignee and to the indenter immediately on dispatch or delivery. The Contractor shall further supply to the consignee, or the interim consignee, as the case may be, a packing account Quoting number of the acceptance of tender and /or supply or repeat order and date of dispatch of the stores. All packages, containers, bundles and loose materials part of each and every installment shall be fully described in the packing account and full details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination.

2000. **Progress Reports.**

2001. The Contractor shall from time-to-time, render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required by the Purchaser.

2002. The submission, receipt and acceptance of such reports shall not prejudice the rights of the Purchaser under the contract, nor shall operate as an estoppels against Purchaser merely by reason of the fact that he has not taken notice of/or subjected to test any information contained in such report.

2100. **Freight:** As per special conditions of contract.

2200. **Removal of Rejected Stores.**

2201. On rejection of all stores submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Contractor at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would be in the course of ordinary post reach the Contractor. Provided that the Inspecting Officer may call upon the Contractor to remove dangerous, infected or perishable stores within 48 hours of the receipt of such communication and the decision of the Inspecting Officer in this behalf shall be final in all respects. Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the Contractor save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver or rejection thereon.
2202. All rejected stores shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such stores are not removed by the Contractor within the periods aforementioned, the Inspection Officer may remove the rejected stores and either return the same to the Contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose of such stores at the Contractor's risk and on his account and retain such portion of the proceeds, if any from such disposal as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The purchaser shall, in addition, be entitled to recover from the Contractor ground rent/demurrage charges on the rejected stores after the expiry of the time-limit mentioned above.
2203. The stores that have been dispatched and rejected after arrival at destination may be taken back by the Contractor. The goods shall remain the property of the Contractor unless and until accepted by the Purchaser after inspection.
2300. **System of Payment**
2301. Unless otherwise agreed upon between the parties, payment for delivery of the stores will be made on submission of bills in the prescribed form which may be obtained from the Purchase Officer in accordance with the instructions given in the

Acceptance of Tender, by a cheque or demand draft on a branch of Schedule Bank as may be decided by the Purchaser.

2302. Payment for the stores or for each consignment thereof will be made to the Contractor on submission of bills accompanied by required document in accordance with the Special conditions of contract.

2400. **Withholding and lien in respect of sums claimed.**

2401. Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount of amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser or the RITES Ltd. pending finalisation or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court as prescribed under **Clause 2703** hereinafter provided, as the case may be, and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor:

2402. For the purpose of Clause 2401, where the Contractor is a partnership firm or a limited company, the Purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be, whether in his individual capacity or otherwise.

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2403. Lien in respect of Claims in other Contracts. - Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Purchaser or RITES Ltd. a Public Sector Enterprise under Ministry of Railways against any claim of the Purchaser or RITES Ltd. in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Purchaser or RITES Ltd.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the 'Purchaser or RITES Ltd. will be kept withheld or retained as such by the Purchaser or RITES Ltd. till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause or by the competent court under Clause 2703 hereinafter provided, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

2500. Corrupt Practices

2501. The Contractor shall not offer or give or agree to give to any person in the employment of the Purchaser or working under the order of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser or RITES Ltd. or for showing any favour or for bearing to show disfavour to any person in relation to the contract or any other contract with the Purchaser or RITES Ltd. Any breach of the aforesaid condition by the Contractor. or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the Contractor- and to recover from the Contractor the amount of any loss arising from such cancellation in accordance with the provisions of Clauses 0600 and 0700. '

2502 Any dispute or difference in respect of either the interpretation effect or application or the above condition or of the amount recoverable thereunder by the Purchaser from the Contractor, shall be decided by the Purchaser, whose decision thereon shall be final and binding on the Contractor.

2600. Insolvency and Breach of Contract

2601: The Purchaser may at any time, by notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say:-

- (a) if the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- (b) if the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed or circumstances shall have arisen which entitle the Court or Debenture -holders to appoint a Receiver, Liquidator or Manager, or
- (c) if the Contractor commits any breach of the contract not herein specifically provided for.

Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser for any extra expenditure he is thereby put to and the Contractor shall, under no circumstances, be entitled to any gain on re-purchase.

2700. Laws governing the Contract

2701. This contract shall be governed by the laws of India for the time being in force.

2702. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

2703. **Jurisdiction of courts** -The Courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

2704. **Marking of stores** - The marking of the stores must comply with the requirements of the laws relating to merchandise marks for the time being in force in India.

2800. **Headings**

The headings of conditions here to shall not affect the construction thereof.

2900. **SETTLEMENT OF DISPUTES & ARBITRATION**

2900.1 All questions and disputes of any kind whatsoever between the parties hereto arising out of or in connection with the contract or execution of the works, whether during the execution of the works or after cancellation, termination, determination, completion or abandonment thereof, shall be resolved by the parties in the following manner provided that matters for which provision has been made in the **sub-clause 2901** mentioned below or in any clause of the Standard Conditions of Contract for Stores or as mentioned in Special Conditions of Contract or in any other provision in the contract shall be deemed as “**EXCEPTED MATTERS**” and decision thereon by the RITES authority as described below shall be final and binding on the contractor provided further that the “**EXCEPTED MATTERS**” shall stand specifically excluded from the purview of the arbitration clause and are not to be referred to arbitration.

2900.1.1 If the Contractor raises any question with regard to meaning or intent of specification, measurement of work done or considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, rate of extra work done or record of advance adjustment and on such matters or any matter in connection with carrying out the work, he shall approach the **Engineer(Site-in-Charge)** who shall decide the matter within **15 days** of the receipt of letter from contractor and in case the decision given in writing by the **Engineer(Site-in-Charge)** is unacceptable to the contractor, he shall promptly

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request within **15 days** to the **Dy.General Manager/Jt. General Manager/Addl. General Manager, RITES** for his decision. Thereupon, the **Dy.General Manager/Jt. General Manager/Addl. General Manager, RITES** shall give his written instructions or decision within a period of **30 days** from the receipt of the contractor's letter

If the **Dy.General Manager/Jt. General Manager/Addl. General Manager, RITES** fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the **Dy.General Manager/Jt. General Manager/Addl. General Manager, RITES** the contractor may, within 15 days of the receipt of **Dy.General Manager/Jt. General Manager/Addl. General Manager, RITES** decision, appeal to the **General Manager, RITES** who shall afford an opportunity to the contractor to be heard, if the later so desires, and to offer evidence in support of his appeal. The **General Manager, RITES** shall give his decision within **30 days** of receipt of contractor's appeal, if the contractor is dissatisfied with this decision, the contractor shall within a period of **30 days** from receipt of the decision, give notice to the General Manager, RITES for appointment of arbitrator failing which the said decision of the General Manager shall be final binding and conclusive and shall not be referable to adjudication by the arbitrator.

- 2900.1.2 Except where the decision has become final, binding and conclusive in terms of Sub Para 2900.1.1 above, disputes or difference, unless the dispute fall in the category of "**EXCEPTED MATTER**", shall be referred for adjudication through arbitration referred to the sole arbitration of the General Manager of NTPC (Bongaingaon Thermal Power Project) and if General Manager/NTPC (Bongaingaon Thermal Power Project) is unable or unwilling to act, some other person appointed by the Chairman & Managing Director, NTPC Ltd., will act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of NTPC Ltd., and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons as aforesaid at the time of such transfer, vacation of office or inability to act, Chairman & Managing Director, NTPC Ltd., shall appoint another person to act as arbitrator in accordance with the terms of the Contract. It is also a term of this contract that no person other than a person appointed by

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Chairman & Managing Director, NTPC Ltd., shall appoint another person to act as arbitrator in accordance with the terms of the Contract. It is also a terms of this Contract that no person other than a person appointed by Chairman & Managing Director, NTPC Ltd., as aforesaid should act as arbitrator and if for any reason, that is not possible the matter is not to be referred to arbitrator at all. Subject as aforesaid the provision of Indian Arbitration and Conciliation Act, 1996, the rules framed there under and any statutory modifications thereof shall apply to the arbitration proceeding under this clause.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice seeking appointment of arbitrator giving reference to the rejection by the General Manager, RITES of the appeal.

It is also a term of the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within **90 days** of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim(s) of the contractor beyond the final bill as passed for payment shall be deemed to have been waived and absolutely barred and the Employer /RITES shall be discharged and released of all liabilities under the contract in respect of these claims.

Arbitration may be commenced prior to or after completion of the work, provided that the obligation of **Employer /RITES** and the contractor shall not be altered by reason of the arbitration being conducted during the progress of the work. Unless, the contract has already been repudiated or terminated by RITES, the Contractor shall, in every case, continue to proceed with the performance under contract and work with due diligence during the arbitration proceedings and not payment due to the Contractor during the arbitration proceedings shall be withheld on account of such proceedings unless they are subject matter of the arbitration.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and the counter claims filed by Respondents. The arbitrator shall give separate award against each dispute and claim referred to him and in all cases, the arbitrator shall give reasons for the award.

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It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be at such place as may be fixed by the arbitrator in his sole discretion. The fees, if any of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

Since the Project involved in the contract belongs to the **Employer**, the Contractor shall have to arrange the said Employer as the Respondent in arbitration cases and RITES shall be conducting the arbitration as Attorney/ Consultant /Agent of the said Employer.

The arbitrate award, if any in favour of Contractor shall be payable by the **Employer** as Principal owner, under the Contract Act. Likewise, if the award is against the Contractor, the same shall be enforceable against the Contractor by RITES on behalf of the **Employer**.

Where arbitration award is for payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the Award is made by the Arbitrator.

2901. **CLAUSE OF THE GENERAL CONDITIONS OF CONTRACT AND MATTERS DEEMED AS “EXCEPTED MATTERS”**

- a) Illegal Gratification: Any bribe, commission, gift or advantage given promised or offered by or on behalf of the Contractor or his partner, agent or servant or any one on his or on their behalf to any officer or employee of RITES/ **Employer** or to any person on his or their behalf in relation to the obtaining of award or in the course of execution of this or any other contract with RITES shall, in addition to any criminal liability which he may incur, subject the Contractor to the rescission of this contract

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or any other contracts with RITES. The Contractor shall not lend or borrow from or enter into any monetary dealings or transactions either directly or indirectly with any employees of **Employer** /RITES and if he shall do so RITES shall be entitled forthwith to rescind the contract and all other contracts with **Employer**/RITES. Any question or dispute as to the commission of any offence or compensation payable to **Employer** under this clause shall be settled by the Engineer-in-Charge and his decision shall be final and conclusive.

- b) Meaning and intent of nomenclature of items, specifications and drawings.
- c) Rates for extra items.
- d) Measurement of items of works.

It shall be open to the Contractor to take specific objection to any recorded measurement or classification on any ground within seven days of the date of such measurements. Any re-measurements taken by the Engineer or the Engineer's representative in the presence of the contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurement.

- e) Payment of advances and its recovery.
- f) Determination of contract by RITES and validity thereof.
- g) Forfeiture of Security Deposit and Performance Guarantees.
- h) Extension of time and compensation for delay levied by RITES
- i) Action and compensation payable in case of bad work.
- j) Provisions of the Payment of Wages Act, ESI & EPF Acts.
- k) Provisions of Contract Labour (Regulation & Abolition) Act 1970 & Gratuity Act etc.

In every case in which, by virtue of the provisions of the aforesaid Acts, RITES is obliged to pay any amount of wages to a workman employed by the contractor or his sub contractor in execution of the work or to incur any expenditure in providing welfare and health amenities and make statutory payments required to be provided under the aforesaid Acts and the rules or, to incur any expenditure on account of the contingent liability of the RITES due to the contractor's failure to fulfill its statutory obligations under the aforesaid Acts or the Rules, RITES will recover from the contractor, the amount of wages so paid or the amount of expenditure so

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incurred, and without prejudice to the rights of the RITES under Section 20 sub-section (2) and Section 21 sub-section (4) of the aforesaid Act, RITES shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the RITES to the contractor whether under the contract or other contract or otherwise. The decision of RITES regarding the amount actually recoverable from the contractor as stated above, shall be final and binding on the contractor.

2902.0 ARBITRATION CLAUSE FOR ALL THE CONTRACT AGREEMENTS BETWEEN PUBLIC SECTOR ENTERPRISES (PSE) inter se and PSE & CENTRAL GOVERNMENT DEPARTMENT.

In order to resolve commercial disputes (except taxation) between the Central Public Sector Enterprises (PSEs) inter se and between a Central PSE and a Central Government Department, Permanent Machinery of Arbitrators was set up in Department of Public Enterprises (PE) as communicated vide DPE's Office Memorandum Nos. 15/9/86-BPE(Fin) dated 29.03.1989. Accordingly, the following arbitration clause is included in all the contract agreements between PSEs inter se and PSE & a Central Government Department.

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the Arbitration of one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Bureau Of Public Enterprises. The Arbitration Act. 1940 / Arbitration and Conciliation Act.1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department Of Legal Affairs, Ministry Of Law & Justice, Government of India Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary when so authorised by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator “.

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2903. **DETERMINATION OF CONTRACT.**2903.1 **PAYMENT ON DETERMINATION OF CONTRACT BY RITES.**2904. **DETERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR.**

If the Contractor should :-

- At any time after the tender relating to the contract has been signed and submitted by the Contractor, being a partnership firm, admit as one of its partners or employ under it or being an incorporated Company elect or nominate or allow to act as one of its directors or employ under it in any capacity whatsoever any retired Engineer of the **gazatted** rank or any other retired **gazatted officer** working before his retirement, whether in executive or administrative capacity or whether holding any **pensionable post or not, in the Engineering Department** of any of the RITES **for the time being owned and administered by the President of India before the expiry of two years from the date of retirement** from the said service of such engineer or officer unless such engineer or officer has obtained permission from the **President of India or any officer duly authorised by him in this behalf to become a partner or a director or to take employment under the contractor, as the case may be, or fail to give at the time of submitting the said tender.**
- Being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director or such firm or company as the case may be or to seek employment under the contractor.
- Then and in any of the said cases, the engineer on behalf of the RITES may serve the Contractor with a notice in writing to that effect and if the contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the RITES shall be entitled after giving 48 hours notice in writing under

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the hand of the Engineer to rescind the contract as a whole or in part or parts as may be specified in such notice and adopt the following courses :

- (i) to measure up the whole or part of the work from which the contractor has been removed and to get it completed by another contractor, the manner and method in which such work is completed, shall be in the entire discretion of the Engineer whose decision shall be final.



NATIONAL THERMAL POWER CORPORATION LIMITED

OPEN TENDER NO. Open Tender Notice No. 11/OT/NTPC-
Bg.TPP/P&C/ PKG-IV/2010 dated 29.04.2010

'Manufacture, supply and delivery of Switches & crossings, Lead rails and fittings & fastenings in connection with Project Management & Construction of Coal & Lime Transportation System for Bongaingaon Thermal Power Project (3 x 250MW) Dist-Kokrajhar, Assam.

PART- 2 FINANCIAL BID

Issued to (name of Tenderer): _____

Address of tenderer: _____

Signature of officer issuing the documents _____

Designation _____

Date of Issue _____



RITES Ltd.
(A Govt. of India Enterprise)
Regional Project Office
56 C. R. Avenue, 2nd floor, Kolkata-700 012
e. mail: pokolkata@rites.com
Phone No.: 033-22367118/7146/7162/7143(Fax)

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PART- 2

FINANCIAL BID

SCHEDULE (BILL) OF QUANTITIES

BILL OF QUANTITIES

Manufacture, supply and delivery of Switches & crossings, Lead rails and fittings & fastenings in connection with Project Management & Construction of Coal & Lime Transportation System for Bongaingaon Thermal Power Project (3 x 250MW) Dist-Kokrajhar, Assam.

OPEN TENDER NO. Open Tender Notice No. 11/OT/NTPC-Bg.TPP/P&C/ PKG-IV/2010 dated 29.04.2010

Delivery Period: 6(six) Months 15(fifteen) days from the date of issue of Purchase order/W.O. which ever is earlier.

Sl. No.	Brief Description of Materials	Unit	Qty	Basic Rate In Figs & words (Rs.)	Excise Duty @ 8.24% incl. Education Cess	CST/VAT/ Sales tax with issue of 'C' form (Rate to be mentioned) (____%)	Inspection charges on (Basic + ED CST/VAT/ Sales Tax) (Rate to be mentioned) (____%)	Freight i.e. Loading, transportation, unloading & stacking at nominated place	Total overall Rate in Figs. & Words (Rs.)	Total Amount In Figs. & Words (Rs.)
1	2	3	4	5	6	7	8	9	10	11
1.	1 in 8 ½ Switches & Crossing with 60 Kg (IRS-T-12) 90 UTS 1 st Quality rails on PSC Sleepers layout as per RDSO Drg. No. T-4865, T-4966 & T-4967 with all fittings & fastenings, 2 pair of 1m long fish plates with bolts & nuts including all fittings & fastenings of lead portion, Lead Rails, Standard Fish plates (610mm long) and fish bolts & nuts complete in all respect but exclusive of PSC Sleepers. (LH – 23 Sets, RH – 31 Sets)	Set	54							

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1	2	3	4	5	6	7	8	9	10	11
2	1 in 12 Switches & Crossing with 60 Kg (IRS-T-12) 90 UTS 1 st Quality rails on PSC Sleepers layout as per RDSO Drg. No. T-4218, T-4219 & T-4220 with all fittings & fastenings, 2 pair of 1m long fish plates with bolts & nuts including all fittings & fastenings of lead portion, Lead Rails, Standard Fish plates (610mm long) and fish bolts & nuts complete in all respect but exclusive of PSC Sleepers. (LH – 8 Sets, RH – 4 Sets)	Set	12							
3	1 in 8 ½ Derailing Switch with 60 Kg (IRS-T-12) 90 UTS 1 st Quality rails on PSC Sleepers layout as per RDSO Drg. No. T-6068 with all fittings & fastenings, opposite side rails of Switch, Standard Fish plates (610mm long) and fish bolts & nuts complete in all respect, but exclusive of PSC Sleepers. Note:- LH Tongue rails straight & LH stock rail curve for LH D/Switch and RH Tongue rail straight & RH Stock rail curve for RH D/Switch.	Set	10							

		Amount in figure (Rs.)	Amount in Words (Rs.)
Total Offered amount Rs.			
Rebate, if any	_____% (____percent)		
Total net Amount			

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