

RITES LIMITED

E-TENDERING DOCUMENT FOR WORKS

NIT No: 16/OT/25-26/RITES/PU-BSP/SECL/Retractable OHE/Gevra/SILO no. 5&6 and 3&4
Dated 17.03.2026

Name of Work: “Engineering, Design, Drawing, Supply, Erection, Testing and Commissioning of 25 kV, 50 Hz Single Phase Retractable Rigid Catenary System (RRCS) connecting with existing conventional regulated OHE at either end of Silo No -5 & 6 (Double Track in each SILO) having single chute on each track with centralized programmable logic control system (PLC with interlocking system-Supervisory PLC) to control the operation of geared motor assembly, Motorized Isolators, existing signal etc. and regulated OHE at either end of Silo No -3 & 4 (Single Track in each SILO) having single chute on each track with centralized programmable logic control system (PLC with interlocking system-Supervisory PLC) to control the operation of geared motor assembly, Motorized Isolators, existing signal etc. at Gevra, Gevra Area of SECL including defect liability period of 02 years and subsequent annual comprehensive maintenance for 3 years.”

RITES Ltd.
(A Govt. of India Enterprise)
PU-Bilaspur, In front of Jobs Enclave,
The Writers Building, 2nd & 3rd floor, Rajkishor Nagar,
Sipat Road, Bilaspur, CG-495006
E-mail: pu.bsp@rites.com

SECTION 1

NOTICE INVITING TENDER AND INSTRUCTIONS TO TENDERERS

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1.0 GENERAL

1.1 Tender Notice

Tenders are invited through E-Tendering system by RITES Ltd., a Public Sector Enterprise under the Ministry of Railways, acting for and on behalf of **M/s SECL, Bilaspur**, (Employer) as an Agent/Power of Attorney Holder, from eligible firms / agencies, satisfying the set eligibility and qualifying criteria, for the work of “Engineering, Design, Drawing, Supply, Erection, Testing and Commissioning of 25 kV, 50 Hz Single Phase Retractable Rigid Catenary System (RRCS) connecting with existing conventional regulated OHE at either end of Silo No -5 & 6 (Double Track in each SILO) having single chute on each track with centralized programmable logic control system (PLC with interlocking system-Supervisory PLC) to control the operation of geared motor assembly, Motorized Isolators, existing signal etc. and regulated OHE at either end of Silo No -3 & 4 (Single Track in each SILO) having single chute on each track with centralized programmable logic control system (PLC with interlocking system-Supervisory PLC) to control the operation of geared motor assembly, Motorized Isolators, existing signal etc. at Gevra, Gevra Area of SECL including defect liability period of 02 years and subsequent annual comprehensive maintenance for 3 years.”

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

1.1(a) Category of this Tender: Works

1.2 Estimated Cost of the Work:

The work is estimated to cost of **₹21,02,64,565.00** (Rupees Twenty-one Crore Two Lakh Sixty-four Thousand Five Hundred Sixty-Five) **excluding GST** The estimate is generally based on LAR (excluding the element of GST on Works Contract Service). This Estimate, however, is given merely as a rough guide.

1.3 Time for Completion

The time allowed for completion will be **Eight (08) months** from the date of start which is defined in Schedule F under Clause 5.1(a) of Clauses of Contract.

1.4 Brief Scope of Work:

- I. Design, engineering, supply of material, erection, testing, commissioning of complete “Automated Wagon Loading Arrangement in automatic cum manual mode” equipped with Retractable Rigid Catenary System (RRCS and its PLC), Rigid Overhead Catenary System (ROCS) connecting existing flexible OHE, S&T, AV to work in synchronization with the movement of existing traversing cum telescopic Chute including supply of spares for normal operation as listed elsewhere in the tender.
- II. Interlocking with silo operation for Wagon Loading in automatic cum manual mode equipped with Retractable Rigid Catenary System (RRCS and its PLC).
- III. Bidder shall maintain adequate rolling unit spares at a designated place (to be advised later on) required to ensure proper maintenance and uninterrupted operation of silo during defect liability period and subsequent annual comprehensive maintenance for

the above system. Details of these rolling unit spares shall be brought out by the contractor/supplier and categorically indicated at the time of submission of design/drawing. No additional payment to be made against these rolling unit spares.

- IV. Defect liability period shall be of 02 years after successful date of commissioning and subsequent annual comprehensive maintenance for 3 years for the RRCS system.
- V. In order to ensure safety of operating personal, the operation of RRCS system shall be properly interlocked with the track signal & silo chute(s) as per the details given in the technical specification.
- VI. Schedule of Operating Procedure (SOP) of functioning of the system shall be prepared and submitted for approval of RITES, SECL and Railway as the case may be. This SOP shall be submitted before commissioning of the RRCS system.

1.5 **Availability of Site:**

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

The site for the work is available for Silo no. 3&4 However, site for 5& 6 will be available in parts.

1.6 Deadline for submission of bids is: **14:00 Hrs on date 07.04.2026**

The Employer may extend the deadline for submission of Tenders by issuing an amendment in writing in accordance with Clause 6.3. The Employer may extend the deadline for submission of bids and/or the bid opening date and time, even otherwise, if it considers the same to be desirable / expedient. In case of such extension, all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will be subject to new deadline. All Bidders are advised to see the website <https://etenders.gov.in/eprocure/app> for extension of deadline for submission of tenders and / or the bid opening date.

1.7 **Eligibility Criteria for Participation in this Tender**

Subject to provisions in the Tender Document, participation in this Tender Process is open to all domestic bidders who fulfill the 'Eligibility' and 'Qualification criteria as prescribed in this tender document. Bidder should meet the following eligibility criteria as of the date of his bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfillment of Eligibility Criteria in proforma-1. The Bidder, unless otherwise stipulated in the tender documents should meet following Eligibility Criteria:

- 1) The Bidder should be Private or Government Owned legal entity (individual, proprietary firm, firm in partnership, limited company (Private or Public Sector) or corporation).
- 2) The Bidder should not be (or proposes to be), a Joint Venture, **unless permitted explicitly as per clause 2.4 hereinafter and Critical Data Sheet.**
- 3) Bidder should have valid registration with Employees Provident Fund organization under 'EPF and Miscellaneous Provisions Act, 1952'.
- 4) Only Class –I Local Suppliers, as defined in Make-in-India policy, unless otherwise mentioned in these documents.
- 5) Only those contractors/ bidders, who commit themselves to Integrity Pact as per details in Clause 11.2 herein under, would be considered competent to participate in the bidding process. **In other words, entering into this Pact would be a**

preliminary qualification. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straight away.

- 6) The Bidder should not have a conflict of interest, which substantially affects fair competition. The Bidder and any of its affiliates (associates, subsidiary, JV partner), should not have been engaged by Ministry/ Department/RITES/Employer to provide consultancy services for the preparation or implementation of this project. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition.
- 7) The Bidder should not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.
- 8) The Bidder should not have been declared as Poor Performer by RITES and their name should not currently be in the 'Negative List' of RITES.
- 9) The Bidder (including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract) should not be currently declared ineligible/suspended/blacklisted/ banned/ debarred by RITES or by any Central/State Government Department/ Public Undertaking or Enterprise of Central/State Government and such ban should not be in force at the time of submission of the Bid or extended deadline for submission of bid.
- 10) The Bidder should not have an association (as a bidder/ partner/ director/ employee in any capacity) with
 - a. The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons involved in decision making in the procurement as mentioned in Clause 17.1 hereinafter.
 - b. Of retired Gazetted or equivalent rank Officers of the Central or State Government or its Public Sector Undertakings as defined in clause 17.1 hereinafter
- 11) The Bidder must fulfill any other additional eligibility condition, if so prescribed, elsewhere in the Tender Document.
- 12) The Bidder should provide such evidence of their continued eligibility to the Employer/RITES Ltd if so requested.

1.8 Purchase Preference Policies of the Government

As detailed in the Tender Document, RITES reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSEs; Start-ups etc.)

1.9 CRITICAL DATA SHEET

| S. No | Description | Details |
|--------------|---|-------------------------|
| 1. | Published Date | 17.03.2026 at 16:00 Hrs |
| | Bid Document Download / Sale Start Date | 17.03.2026 at 16:00 Hrs |

| S. No | Description | Details |
|-------|--|--|
| 2. | Pre-bid Query Receipt Start Time & Date | 18.03.2026 at 10:00 Hrs |
| 3. | Pre-bid Query Receipt End Time & Date | 28.03.2026, 12:00 Hrs |
| 4. | Bid submission Start Date & Time | 30.03.2026, 10:00 Hrs |
| 5. | Bid submission End Date & Time | 07.04.2026, 14:00 Hrs |
| 6. | Bid Opening Date & Time | 08.04.2026, 14:30 Hrs |
| 7. | Bid Validity (Refer Clause 8 below) | 75 Days from Date of submission |
| 8. | Tentative date of Opening of Financial Bid | 18.05.2026 |
| 9. | Tentative date of issue of Letter of Acceptance | 08.06.2026 (This date should be preferably 60 days after Bid Opening date but in no case should it be beyond 75 days after Bid opening date) |
| 10. | The work for which the Tender is being invited falls under the category of (Refer Clause 2.2 below) | Small*/Normal*/Large* (*Strike out whichever is not applicable) |
| 11. | The work for which this Tender has been invited falls under (Refer Clause 2.3 below) | *Normal/* Difficult area. (*Strike out whichever is not applicable) |
| 12. | In this tender Joint Venture is (Refer Clause 2.4 below) | * allowed /*not allowed. (*Strike out whichever is not applicable) |
| 13. | Correction slips to GCC as applicable (Refer Clause 4.1 below) | Correction Slip Nos.: 1 to 3 |
| 14. | Correction slips to SECTION-1 (Refer Clause 4.1 below) | Correction Slip Nos. 1 to 12 |
| 15. | Whether Clause 11.2 (Integrity Pact) shall be applicable. | *YES/* NO (*Strike out whichever is not applicable) |
| 16. | Cost of Tender Document: (Refer Clause 7 below) | Rs. 15,000/- (Rupees Fifteen Thousand only) including GST @ 18% |
| 17. | Earnest Money Deposit (EMD) – (Refer Clause 7 and 9 below) | Rs 42,05,000.00/- (Rupees Forty-Two Lakh Five Thousand only) |
| 18. | Name, Address and email ID of IEM 1 | Sh. Jitendra Sharma, IFoS (Retd.) House no. 85, Sector 5-A, Ecocity 1, P.O. Mullanpur Garibdass, New Chandigarh, Distt. SAS Nagar, Punjab-140901 |

| S. No | Description | Details |
|-------|--|--|
| | Name Address and email ID of IEM 2 | Email ID: sharmaj7@gmail.com Mrs. Gauri Kumar, IAS (Rstd.), Kalypso Court, Tower-1/502, JP Wishtown, Sector-128, Noida-201304 Email ID: gkck1955@yahoo.co.in |
| | Name Address and email ID of IEM 3 (Refer Clause 11.2A below) | Sh. Cadaba Devnath Balaji, Indian Navy (Retd.), D-429, Jal Vayu Vihar, Kamnanhalli Main Road, Bengaluru-560043 Email ID: cdbalaji@gmail.com |
| 19. | Name, designation, address and email id of RITES' Liaison Officer for Integrity Pact (Refer Clause 11.2A below) | Sh. S B Samanta, Vertical Head (Finance), Shikhar, Plot No. 1, Sector 29, Gurgaon-122001 (Haryana). Email ID: ed.fin@rites.com |
| 20. | Eligibility of Local Suppliers and Non-local Suppliers as per Make in India Policy (Refer Clause- 12.15 below) | Class -I Local Suppliers |
| 21. | Officer to be contacted regarding inspection of site. (Refer Clause-13 below). | Sh. Koushik Chkraborty, Mob No. – 99038 39630 (E-mail id- koushik.2021@rites.com between 09:00 Hrs. to 18:00 Hrs. from (Monday to Saturday) |

** Bid opening date and time should not be less than 24 hours of the 'Bid submission End Date & Time*

2.0 QUALIFICATION CRITERIA TO BE SATISFIED

- 2.1 The Qualification Criteria to be satisfied are given at Annexure I enclosed.
- 2.2 The Qualification Criteria to be satisfied will depend on the category of works, whether Small, Normal or Large. The work for which the Tender is being invited falls under the category of ~~Small~~*/ **Normal*** /~~Large~~*(**Strike out whichever is not applicable*).
- 2.3 The Qualification Criteria to be satisfied will also depend on whether the Work falls in Normal area or difficult area. Difficult area includes North East States, Jammu & Kashmir, Ladakh, Andaman & Nicobar Islands and the 60 districts requiring Integrated Action Plan of Government of India (List available at Annexure IX). Normal area covers all areas other than difficult area.
- The work for which this Tender has been invited falls under ~~*Normal~~ /~~*Difficult~~ area.
- 2.4 In this tender **Joint Venture is allowed/not allowed** (**Strike out whichever is not applicable*).
- 2.5 The documents to be furnished by the Bidder to prove that he is satisfying the qualification Criteria laid down, should all be in the Bidder's name, except in cases where through the name has changed, the owners continued to remain the same and in cases of amalgamation of entities.

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

The information to be furnished and the documents to be enclosed shall be as per Clause 28.0 hereinafter. Documents/information complete in all respects, in support of meeting the Qualification Criteria should be submitted in one go. Submission of additional documents shall not be permitted. Only clarifications and filling of gaps/missing information in the submitted documents, may be permitted.

4.0 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 Clause 6 herein below:

PART-1: - Technical Bid Packet

(Read with Correction Slip Nos. 1 to 12)

| | |
|-----------|--|
| Section 1 | Notice Inviting Tender and Instructions to Tenderers including Annexures |
| Section 2 | Additional Conditions of contract |
| Section 3 | Special Conditions of contract |
| Section 4 | Schedules A to F |
| Section 5 | Technical Specifications |
| Section 6 | Drawings |

PART-2: - FINANCIAL BID PACKET

Schedule of Quantities (Bill of Quantities)

PART-3: - General Conditions of Contract for Works

(Read with Correction Slip Nos.: 1 to 3)

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

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

4.3 Part-3 of the tender, i.e., General Conditions of Contract for Works (Compilation of Section 7 to 11) is not uploaded as a part of this tender document because as stated in sub-clause 4.2 above, the same is available separately on RITES' website and can be seen/downloaded from there. **The bidder need not submit/upload Part 3 of the tender as apart of his offer. So far as Part-1 is concerned, the bidder is required to submit/upload only the documents mentioned in Clause 28.0 of Section 1 thereof. Rest of the Part-1 need not be uploaded. The bidder must, nevertheless, read the**

same. It shall be presumed that the bidder has read the contents of Part 1: Technical Bid Packet and Part3: General Conditions of Contract and up to date Correction Slips there to and the same will be binding upon him. The successful bidder will be required to sign the complete tender document i.e., Part 1, Part 2, Part 3 and Correction Slips, if any, thereto.

5.0 INSTRUCTIONS ON ACCESSING/PURCHASING OF BID DOCUMENTS AND SUBMISSIONTHEREOF

5.1 To participate in the E-Bid submission for RITES, it is mandatory for the bidders to get their firms registered with E-Procurement Portal <https://etenders.gov.in/eprocure/app>

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

5.3 REGISTRATION

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online Bidder Enrolment**” on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- f) Bidder can log in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/e-Token.

5.4 SEARCHING FOR TENDERDOCUMENTS

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

- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Help desk.

5.5 PREPARATION OF BIDS

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Bidder is advised to go through the tender advertisement/NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder may please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid document to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN Card copy, Annual Reports, Auditor Certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5.6 SUBMISSION OF BIDS

- a) Bid can be submitted only during validity of registration of bidder with CPPP E-Procurement Portal.
- b) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- c) The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- d) Bidder has to select the payment option as “offline” to pay the cost of tender document and EMD as applicable and enter details of the instruments.
- e) Bidder should prepare the financial instruments of the Cost of Tender Documents and EMD as per the instructions specified in Clause 7.0 (f) hereinafter. The originals should be posted/couriered/given in person to the concerned official, so as to reach him within a week from the date of opening. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. If the date of issue of DD/any other accepted instrument, physically sent, is on or before the bid submission end date, the same shall also be accepted even if the details are different from the scanned copy uploaded along with the bid. Otherwise the uploaded bid will be rejected.

- f) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender documents, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the Sky Blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- g) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- h) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 Bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public eyes.
- i) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- j) Upon the successful and timely submission of bids (i.e. after clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & abide to the bid. A bid summary will be displayed with the bid ID and the date & time of submission of the bid with all other relevant details.
- k) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. The acknowledgement may be used as an entry pass for any bid opening meetings.

5.7 ASSISTANCE TO BIDDERS

- a) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787, E-mail id: support-eproc@nic.in
- b) Bidders information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>
- c) It is mandatory for all bidders to have Class-III Digital Signature Certificate (DSC) in the name of the person along with name of Company who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <https://www.cca.gov.in>

- d) Bidder shall ensure use of registered Digital Signature Certificate (DSC) only and safety of the same.
- e) In case the Digital Signature Certificate (DSC) holder who is digitally signing the bid and the person having Authority to Sign as per Clause 11 are different, even then all the terms and conditions of the tender document will be binding upon the bidder.

5.8 CLARIFICATIONS ON TENDER DOCUMENTS

A prospective Tenderer requiring any clarification on the Tender Document may notify through queries, on line only within the specified period (refer clause 1.9-Critical Data Sheet herein before)

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

6.0 AMENDMENT OF TENDER DOCUMENT

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

6.2 Addendum/Corrigendum, if any, will be hosted on website <https://etenders.gov.in/eprocure/app> and shall become a part of the tender document. All tenderers are advised to see the website for addendum/corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of tender as finally stipulated.

6.3 To give prospective tenderers reasonable time in which to take the addenda/corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given before bid submission end date and time as considered necessary by RITES. Sometimes due to administrative reasons, the deadline for submission of tenders may be extended latest by the deadline for opening of tender as stipulated including extension given earlier. All tenderers are advised to see the website for extension of deadline for submission of tenders.

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

7.0 PREPARATION AND SUBMISSION OF BIDS

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

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

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

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

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

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

f) Cost of Tender Document & Earnest Money Deposit (EMD)

During bid submission the bidder has to select the payment option as offline to pay the Cost of Tender Document and EMD and enter details of the instruments. In case of exemption from payment of cost of tender document and EMD as a matter of Govt. Policy, the scanned copy of document in support of exemption will have to be

uploaded by the bidder during bid submission. The onus of proving that the bidder is exempted from payment of cost of tender document and/or EMD lies on the bidder. In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by RITES as a valid bid. If later, it is discovered from the uploaded documents that bidder is not exempted from payment of cost of tender and/or EMD; his bid shall be treated as non-responsive. It may be noted that the benefits under Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 **are applicable to only Supply and Service Contracts only.** For this tender, the benefits under Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 are not applicable

- i. Cost of Tender Document: The Cost of Tender Document is **Rs. 15,000/- (Rupees Fifteen Thousand only) including GST @ 18%** which is non-refundable. It shall be in the form of account Payee Banker's Cheque/Pay Order/Demand Draft in favour of "RITES Ltd." issued by a scheduled Commercial Bank, payable at ~~Gurgaon/Delhi~~/Bhubaneswar. **No other mode of payment will be acceptable.**
- ii. Earnest Money Deposit (EMD) – The total Earnest Money deposit (EMD) is **Rs 42,05,000.00/- (Rupees Forty-Two Lakh Five Thousand only)**. The bids shall be accompanied by Earnest Money Deposit (EMD) of an amount and in the form specified in Clause 9 hereinafter.

Bidders are required to upload scanned copy of acceptable instruments for EMD and Cost of Tender document in different files (Either in PDF or Zip format) during on-line submission of Bid. These documents shall be deposited in "ORIGINAL" in a sealed envelope within a week from the date of opening to:

**General Manager (Civil), PU Head,
RITES Ltd, PU-Bilaspur, In front of Jobs Enclave,
The Writers Building, 2nd & 3rd floor, Rajkishor Nagar,
Sipat Road, Bilaspur, CG-495006**

(Fill in the name, designation and address of the officer)

- (a) Failing which the bid shall be rejected and the bidder shall be debarred from tendering in RITES Ltd. for a period of 02 (two) years unless the lapse is condoned by the Accepting Authority at the request of the bidder for valid reasons. The envelope should bear the tender details (Tender No., Tender Name etc.)
- (b) The bid should be submitted online in the prescribed format. No other mode of submission is accepted.
- (c) Bid shall be digitally signed by a representative of the bidder and submitted "on-line". No hard copy of the documents (except those specifically asked for in the tender document) is required to be submitted.
- (d) The bidders will have to accept unconditionally the online user portal agreement which contains the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder.

- (e) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the tender/bid document including terms and conditions without any exception and have understood the entire document and are clear about tender requirements which will be binding upon the bidder.
- (f) The bidders are requested to submit the bids through online e-tendering system before the deadline for submission of bids (as per Server System Clock displayed on the portal). RITES will not be held responsible for any sort of delay or the difficulties faced during online submission of bids by the bidders at the eleventh hour.
- (g) The bidder may seek clarification online only within the specified period. The identity of bidder will not be disclosed by the system. RITES Ltd. will clarify the relevant queries of bidders as far as possible. The clarifications given will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of “Pre-Bid Query Receipt Start Date and Time” till “Pre-Bid Query Receipt End Date and Time”.

8.0 TENDER VALIDITY

8.1 The Tender shall be valid for a period of **75days** from the due date for submission of Tender or any extended date as indicated in sub para below.

8.2 In exceptional circumstances, during the process of evaluation of tenders and prior to the expiry of the original time limit for Tender Validity, the Employer may request that the Tenderers may extend the period of validity unconditionally for a specified additional period. The request and the tenderer’s response shall be made in writing/ e- mail. A Tenderer may refuse the request without forfeiting his Earnest Money. A Tenderer agreeing to the request will not be permitted to modify his Bid but will be required to extend the validity of the Earnest Money for the period of the extension.

8.3 In case, the bidder (s) refuse to extend the validity of bid on such request or withdraw its offer between the deadline for submission of bids and the expiration of the period of bid validity, following shall be applicable:

- a) If the above event happens before completion of the Techno-commercial evaluation, then the Techno-commercial evaluation (including the withdrawn bids) shall be completed. If a withdrawn bid qualifies in techno-commercial evaluation, financial bid(s) of such bidders shall also be opened, and action shall be taken as per sub-para below.
- b) If the above event happens after the techno-commercial evaluation but before the completion of the financial bid evaluation, then the financial bid evaluation (including withdrawn bids) shall be completed. If a withdrawn bid happens to be the L1 bidder (lowest acceptable bidder, who is techno-commercially qualified for delivery of services and would have been awarded a contract, but for his refusal to extend validity), the tender must be retendered. However, such L1 price of the withdrawn bids shall not be taken as precedence for determining price estimates or reasonableness.

9.0 EARNEST MONEY

9.1 The Tender should be accompanied by earnest money of Rs 42,05,000.00 (Rupees Forty-Two Lakh Five Thousand only) as per following:

| Estimated Value of the Work in Rupees | Earnest Money Deposit (EMD) in Rupees |
|--|---|
| For works of estimated cost of any value | (2% of the estimated cost of the work rounded off to nearest Rs 1000/- subject to a maximum of ₹ 1 Crore) |

The EMD shall be deposited in any of the following forms: -

Insurance Surety Bonds or Account Payee Banker's Cheque/Pay Order / Demand Draft or Fixed Deposit Receipts/ Bank Guarantee (including e-Bank Guarantee) issued by any Scheduled Commercial Bank drawn in favour of **RITES Ltd.** and payable at ~~Gurgaon/ Delhi~~ **Bhubaneswar**.

Insurance Surety Bonds/ Fixed Deposit Receipts/ Bank Guarantee (including e-Bank Guarantee) should have validity for 180 days or more from the last date of receipt of bids. The Bank Guarantee (including e-Bank Guarantee) should be submitted in the format given at Annexure-X.

Insures Surety Bond- An Insurance Surety Bond (ISB) is a three-party agreement that provides financial assurance to one party (the beneficiary) by another party (the surety or bonding company) on behalf of a third party (the principal). ISB ensures that the principal fulfills their contractual obligations.

Unlike a Bank Guarantee, it is a type of premium-based insurance product and does not require a deposit of a collateral amount by the principal with the surety. Here are the key components:

- 1) **Principal:** The principal is the party that obtains the surety bond. The principal is typically the contractor or service provider who provides the Bid/ performance security to the Procuring Entity.
- 2) **Beneficiary:** The beneficiary is the party (Procuring Entity) that requires the Insurance surety bond. The beneficiary seeks financial protection in case the principal fails to meet their obligations.
- 3) **Surety Insurer:** The surety insurer is the bond issuing entity (Bank or Insurance company) that issues the bond. They act as a guarantor, assuring the beneficiary that the principal will perform as promised. If the principal defaults, the surety insurer assesses the extent of default and determines the amount payable under the bond. If the principal does not pay within 14 days, the surety insurer pays within 45 calendar days of receiving the necessary documentation.

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

9.3 Refund of Earnest Money

The Earnest Money of the Tenderers whose Technical Bid is found not acceptable will be returned without interest within 30 days of declaration of result of technical evaluation after scrutiny of Technical Bid has been completed by the Employer subject to provisions of Clause 9.4(a) and Clause 9.4 (b). The Earnest Money of the Tenderers whose Technical Bid is found acceptable will be returned at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract subject to provisions of Clause 9.4(a) and Clause 9.4(b). The bidder shall submit RTGS/NEFT Mandate Form as per Proforma given in Annexure VII, dully filled in.

The Earnest Money (EMD) of the successful bidder shall be returned when the bidder has furnished the required Performance Guarantee in terms of Clause 1 of the Clauses of Contract (Section-8) and signed the Agreement in terms of Clause 9 (a) of Conditions of Contract (Section-7).

9.4 The Earnest Money is liable to be forfeited automatically without any notice to bidder/Contractor

- (a) if after bid opening, but before expiry of bid validity or issue of Letter of Acceptance, whichever is earlier, any Bidder
 - i. withdraws his tender; or
 - ii. makes any modification in the terms and conditions of the tender which are not acceptable to the Employer
 - iii. impairs or derogates from the tender in any respect within the period of validity of the tender
 - iv. If the bidder does not accept the correction of his price during evaluation
- (b) in case any information/document which may result in the Bidder's disqualification is concealed by the Bidder or any statement/information/document furnished by the Bidder or issued by a Bank/Agency/Third Party and submitted by the Bidder, is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party.
- (c) in the case of a successful Bidder, if the Bidder fails to furnish the Performance Guarantee within the period specified under Clause 1 of "Clauses of Contract".

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

10.0 MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF BIDS

- 10.1** The Tenderers shall submit offers which comply strictly with the requirements of the Tender Document as amended from time to time as indicated in Clause 6.0 above. Alternatives or any modifications by the tenderer shall render the Tender invalid.
- 10.2** The bidder can modify, substitute, re-submit or withdraw its E-bid after submission but prior to the deadline for submission of bids or the extended deadline, as the case may be. No Bid shall be modified, substituted or withdrawn by the bidder on or after the deadline for submission of bids or the extended deadline, as the case may be. Withdrawal of bid after such deadline would result in the forfeiture of EMD.

- 10.3** Any modification in the Bid or additional information supplied subsequently to the deadline for submission of bids or the extended deadline, as the case may be, unless the same has been explicitly sought for by RITES, shall be disregarded.
- 10.4** For modification of E-bid (Technical Bid), bidder has to detach its old bid from CPP portal and upload / re-submit digitally signed modified bid.
- 10.5** For withdrawal of bid, bidder has to click on withdrawal icon at CPP portal and can withdraw its E-bid.
- 10.6** After the bid submission on the portal, an acknowledgement number will be generated by the system which should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening.
- 10.7** The time settings fixed in the server side & displayed at the top of the tender site, will be valid for bid submission, in the e-tender system. The bidders should follow this time during bid submission.
- 10.8** All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & will not be viewable by any one until the date & time specified for bid opening.
- 10.9** The bidder should logout of the tendering system using the normal logout option available in the portal and not by selecting the (X) exit option in the browser.
- 11.0 AUTHORITY TO SIGN**
- a) If the applicant is an individual, he should sign above his full type written name and current address.
- b) If the applicant is a proprietary firm, the Proprietor should sign above his full type written name and the full name of his firm with its current address.
- c) If the applicant is a firm in partnership, the Documents should be signed by all the partners of the firm above their full type written names and current addresses. Alternatively, the Documents should be signed by the person holding Power of Attorney for the firm in the Format at **Annexure-III**.
- d) If the applicant is a limited Company, or a Corporation, the Documents shall be signed by a duly authorized person holding Power of Attorney for signing the Documents in the Format at Annexure-III.
- e) If the applicant is a Joint Venture, the Documents shall be signed by the Lead Member holding Power of Attorney for signing the Document in the Format at Annexure IV. The signatory on behalf of such Lead Partner shall be the one holding the Power of Attorney in the Format at **Annexure-III**.
- f) If the tenderer is individual /sole proprietor/proprietary firm as per a) & b) above and if such tenderer wants to act through an agent; he/she should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person in line with Clause 28(3) and as per Annexure III, specifically authorizing him to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the

agreement and thereafter till the complete discharge of all the contractual obligations, failing which tender shall be summarily rejected. If the tenderer is an individual, he/she may modify Annexure III accordingly.

11.1 Points to be kept in mind while preparing the bid

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

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

11.2 INTEGRITY PACT (APPLICABLE)

- (i) The Bidder/Contractor is required to enter into an Integrity Pact (Enclosed as Annexures VI/1, VI/2 and VI/3) with the Employer. The Integrity Pact (Annexure VI/1 and VI/3) duly signed by the Authorized representative of RITES Ltd. for and on behalf of Principal/Employer as its Agent/Power of Attorney Holder is enclosed

herewith. Bidder shall take out the printout of the Integrity Pact (Annexures VI/1, VI/2 and VI/3), sign on each page by authorized signatory of Bidder/ Each Member of JV/Each Partner of JV and duly witnessed, scan and submit/upload the same along with the Bid. **In case of failure to submit the Integrity Pact, as prescribed herein, duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.**

(Note: - The integrity pact (Annexure VI/1 and VI/3) signed by the authority competent to sign the contract Agreement on behalf of RITES will be uploaded as part of the tender document)

- (ii) The provision of this Clause 11.2 – Integrity Pact (IP), shall be applicable only when so provided in Clause 11.2A below which will also stipulate the names, addresses and e-mail ids of the Independent External Monitors as well as the Name, designation, address and e-mail id of the official nominated by the Employer to act as the Liaison Officer between the Independent External Monitors and the Engineer-in-Charge as well as the Contractor / Bidder.

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

*(*Strike out whichever is not applicable)*

In case Integrity Pact is applicable, (When estimated cost put to tender is **Rs.10 crores or more**), the following Independent External Monitors who have been appointed by the Central Vigilance Commission, shall monitor implementation of IP -

Name, Address and e-mail ID of IEM 1*

Sh. Jitendra Sharma, IFoS (Retd.) House no. 85, Sector 5-A, Ecocity 1, P.O. Mullanpur Garibdass, New Chandigarh, Distt. SAS Nagar, Punjab-140901
Email ID: sharmaj7@gmail.com

Name, Address and e-mail ID of IEM 2*

Mrs. Gauri Kumar, IAS (Rstd.), Kalypso Court, Tower-1/502, JP Wishtown, Sector-128, Noida-201304
Email ID: gkck1955@yahoo.co.in

Name, Address and e-mail ID of IEM 3*

Sh. Cadaba Devnath Balaji, Indian Navy (Retd.), D-429, Jal Vayu Vihar, Kamnanhalli Main Road, Bengaluru-560043, Email ID: cdbalaji@gmail.com

Note for Tender Preparing Authority: *The names and addresses of all present IEMs **are to be mentioned.**

Complaints arising from tendering process shall be, as far as possible, referred to all the IEMs for their joint investigation and recommendation or to the sole IEM as the case may be. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.

Name, Designation, Address and e-mail ID of RITES' Liaison Officer

Sh. S B Samanta, Vertical Head (Finance), Shikhar, Plot No. 1, Sector 29, Gurgaon-122001 (Haryana). Email ID: ed.fin@rites.com

11.2B The Guidelines on Banning of Business Dealings as per **Annexure-VIA** are applicable to all Tenders/contracts whether Integrity Pact is applicable as per Clause 11.2A above or not.

If business dealings with the Bidder/Contractor have been banned as per “The Guidelines on Banning of Business Dealings” as per Annexure-VIA, then such a Bidder/contractor individually and also any Joint Venture wherein such Bidder/contractor is a member, will not be eligible during the period till such ban is in force to participate in tenders of any work(s) which may be invited by RITES. In case the Bidder/contractor is a Joint Venture, the JV as well as all members of the JV individually or as member(s) of any other Joint Venture (JV) will not be so eligible. In case the Bidder/contractor is a company then, in addition to the aforesaid provisions, the Associate Companies and Subsidiary Companies (as defined under Companies Act, 2013), of the company with whom Business Dealings have been banned, will also not be eligible”.

12.0 TENDER OPENING, EVALUATION AND CLARIFICATIONS

- 12.1** The Employer will open all the Tenders received, in the presence of the Tenderers or their representatives who choose to attend at **14:30 Hrs on 08.04.2026** in the office of **General Manager (Civil), PU Head, RITES Ltd, PU-Bilaspur, Chhattisgarh**. In the event of the specified date of the opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time and location on the next working day.
- 12.2** Opening of bids will be done through online process. RITES reserves the right to postpone or can cancel a scheduled bid opening at any time prior to its opening. Information of the same will be displayed at <https://etenders.gov.in/e procure/app> CPP portal.
- 12.3** Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who choose to attend on opening date and time. Also, the bidders can participate online during the bid opening process from their remote end through their dashboard. The bidder’s representatives, who are present, shall sign in an attendance register. At the time of technical bid opening, each bidder will be able to view on-line through CPPP, the technical bids of the bidders who have participated in the tender and whose bids have been opened.
- 12.4** Bids will be opened as per date/time as mentioned in the Tender Critical Data Sheet unless the same is extended. On completion of Technical Bid Opening, each bidder will be able to view the technical bid documents of the bidders whose bids have been opened. Similarly, on the completion of Financial Bid Opening each bidder will be able to view the Financial as well as technical bid documents of the bidders whose bid shave been opened.

(a) Mere Opening of Bid to be No Guarantee of its Validity

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

- 12.5** RITES shall subsequently examine and evaluate the bids in accordance with the provisions set out in the tender document.
- 12.6** The results of technical and financial qualification of bidders will be available on the CPP Portal at <https://etenders.gov.in/e procure/app> and intimated to the bidder through system generated email or SMS.

- 12.7** It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.
- 12.8** The bids will be checked for the eligibility as defined in clause 1.7 herein before and for submission of documents as per clause 28.0 hereinafter and will be evaluated for qualification criteria as mentioned in Clause -2 herein before and also in conjunction with provisions of Sub-Clauses 1.8, 12.15 and 12.16 and/or provisions given elsewhere in this Tender Document. RITES shall not be responsible for any postal delay in receipt of all original documents including the cost of tender document and EMD, as applicable. In case of non-receipt of these documents in original within the specified period, the bid will be treated as non-responsive.
- 12.9** Request for clarification/deficient documents from the bidder can be asked for either through the system or through E-mail. A system generated SMS alert will be sent to the bidder when clarifications/deficient documents are called through the system. In such a case, no separate communication will be sent in this regard. Non-receipt of email and/or SMS will not be accepted as a reason of non-submission of deficient documents or confirmatory documents within prescribed time. The date and time of submission of deficient documents cannot be extended.
- 12.10** After evaluation of Technical-Bid, the bidder will be able to view uploaded Tender Committee evaluation results as also the date and time of Financial Bid Opening.
- 12.11** The bidder will be able to view (through his Login Id) BOQ Sheets of other bidders, Comparative Chart and Financial Evaluation Summary uploaded by Tender Evaluation Committee. Without login, bidder will be able to view only Comparative Chart.
- 12.12 SINGLE PACKET SYSTEM – NOT APPLICABLE**
~~Envelope 1 containing scanned copy of Earnest Money along with Mandate Form as per Annexure VII, Cost of tender document of all the Tenderers and Authority to Sign as per Clause 11.0 will be opened first and checked. If Earnest Money and Cost of Tender Document are not furnished as per tender stipulations, the Envelope 2 of Technical bid and Envelope 3 containing Financial bid will not be opened and the bid will be rejected as non responsive unless the bidder has established that it is exempted from payment of Cost of Tender Document and Earnest Money Deposit. The Envelope 2 containing Technical Bid and Envelope 3 containing Financial Bid of other Tenderers who have furnished scanned copies of Earnest Money and cost of Tender document as per tender stipulations will then be opened simultaneously.~~
- 12.13 TWO PACKET SYSTEM (APPLICABLE)**
- (a) Envelope 1 of Packet I containing scanned copy of Earnest Money along with Mandate Form as per Annexure VII, Cost of Tender Document of all the Tenderers and Authority to Sign as per Clause 11.0 and Integrity Pact document as per clause 11.2 will be opened first and checked. If Earnest Money and cost of Tender Document are not furnished as per tender stipulations, the Envelope 2 of PACKET-I (Technical Bid) and PACKET-II (Financial Bid) will not be opened and the bid will be considered as non- responsive and rejected, unless the bidder has established that it is exempted from payment of Cost of Tender Document and Earnest Money Deposit. The Envelope 2 of PACKET-I (Technical Bid) of other Tenderers who have furnished scanned copies of Earnest Money and cost of Tender document as per tender stipulations will then be opened.

- (b) PACKET-II (Financial Bid) of Tenderers whose Technical Bids are not found acceptable will not be opened. Such tenderers will be informed about non-acceptance of their Technical Bid through system generated SMS/E- mail. The tenderers whose Technical Bids are found acceptable will be advised accordingly and will also be intimated through e-mail the time and date and place where and when PACKET-II (Financial Bid) will be opened.
- (c) 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 online PACKET-II (Financial Bid).

12.14 Evaluation of Bids

- (a) After opening of the Bids, as mentioned herein before, The Employer will evaluate the Tenders, confidentially
 - (i) Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person not officially concerned with such a process until the award to the successful bidder has been announced (unless mentioned otherwise in other clauses of this Tender document).
 - (ii) From the time of bid opening to the time of contract award, no bidder shall contact the Employer/RITES Ltd. on any matter related to the bid, except on request and prior written permission.
 - (iii) Any effort by the bidder to influence Employer/RITES Ltd. in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid.
- (b) The Employer will scrutinize the Technical Bids accepted for evaluation to determine whether each Tenderer
 - (i) Has submitted '**Authority to sign**' as per Clause 11.0 above and **Integrity Pact** (where applicable) duly signed and witnessed as per Clause 11.2 above.
A Bidder who has not submitted 'Authority to sign' and/or Integrity Pact (where applicable) duly signed by the bidder shall not be evaluated further and will be disqualified at this stage.
 - (ii) Meets the Eligibility Criteria as defined in Clause 1.7 and has submitted documents as per clause 28.0 and meets the Qualification Criteria stipulated in Clause 2.0 and also in conjunction with Provisions of sub-clauses 1.8, 12.15, 12.16 and/or Provisions given elsewhere in Tender document.
- (c) If required, the Employer may ask any such Tenderer for clarifications/deficient documents on his Technical Bid through CPP Portal through E-mail. The tenderer shall furnish the same online only in case clarifications are sought through CPPP and through E-mail if clarifications are sought through E-mail. If a Tenderer does not submit the clarification/document requested, by the specified time, the bid of such Tenderer is likely to be rejected.
- (d) The Employer, reserves its right to, but without any obligation to do so, to waive or seek any shortfall information/ documents, as mentioned above, only in case of historical documents which pre-existed at the time of the Bid Opening, and which

have not undergone change since then and does not grant any undue advantage to any bidder.

(e) Unless otherwise stipulated in these Tender Documents, the following are some of the crucial aspects for which a bid shall be liable to be rejected as nonresponsive:

- (i) The tender is not in the prescribed format or is not submitted as per the stipulations in the Tender Document.
- (ii) Required cost of tender document and EMD have not been submitted in the requisite form.
- (iii) Bidder is not eligible to participate in the bid as per laid down eligibility criteria.
- (iv) The bid validity is shorter than the required period.
- (v) The bid departs from the essential requirements stipulated in the bidding document;
- (vi) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations
- (vii) Any other conditions stipulated elsewhere in the tender documents

(f) **The financial bid shall be opened as follows:**

- ~~(i) **Applicable to Single Packet System:** Both technical bid and financial bid shall be opened simultaneously and shall be evaluated.~~
- (ii) **Applicable to two packet system:** PACKET-II (Financial Bid) of Tenderers whose Technical Bids are not found acceptable will not be opened. Such tenderers will be informed about non-acceptance of their Technical Bid through system generated SMS/E- mail. The tenderers whose Technical Bids are found acceptable will be advised accordingly and will also be intimated through e-mail the time and date and place where and when PACKET-II (Financial Bid) will be opened.

(g) **Financial Evaluation (Applicable to both single packet system and two packet system):** After opening of Financial Bids as mentioned in sub clause 12.14(f)(i) &(ii) as applicable, all responsive bids (Qualified in technical bid) are evaluated by the TC with a view to select the lowest (L1) bidder - the lowest evaluated, bid which meets the eligibility/ qualification criteria and techno-commercial aspects. While evaluating the financial bids the following procedure shall be followed:

- (i) In case the bidder does not quote his rate for any item(s) in Item Rate Tender or Mixed Tender containing one or more Item Wise Schedules, it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as Zero and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly.

- (ii) In case of credit items/recovery items/deduction items for which the bidder has to pay the amount to RITES/Employer, the rate quoted by the bidder shall be taken as negative (bidder is allowed to make positive entry only) and the negative amount so calculated shall be considered to work out the total bid amount.
- (h) As part of evaluation of financial bid, written clarification from Lowest (L1) bidder including detailed price analysis of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities and any other requirements of the bid document may be sought by Employer.

12.15 Preference to make in India

(This clause shall be applicable for the tenders estimated cost put to tender is equal to or more than Rs. 5.00 Lakhs).

To encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 2017 (Latest order being Order No. P-45021/2/2017-PP (BE-11)Part(4)Vol.II dated 19th July, 2024). The Order is applicable on the procurement of Goods, Works and Services. The Provisions of the Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of the present tender.

The salient features of the policy and specific provisions as applicable to this tender are indicated below. In case of any contradiction of the provisions mentioned herein below and the latest policy as mentioned above, the provisions of the policy issued by Department for Promotion of Industry and Internal Trade (Public Procurement Section) shall take precedence:

1. Definitions:

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

Explanatory notes for calculation of local content given above:

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.
- c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

- d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, RITES to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with breakup on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
- e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

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

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this clause.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this clause.

'L1 ' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Nodal Ministry' means the Ministry or Department identified pursuant to Public Procurement (Preference to Make in India), Order 2017 (Latest order being Order No. P45021/2/2017-PP dated 19th July, 2024) in respect of a particular item of goods or services or works.

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

'Procuring entity' means RITES Ltd

'Works ' means all works covered in the scope of work in this tender.

IA. Special treatment for items covered under PLI Scheme:

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer

has. received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

2. **Eligible bidder in this tender:** 'Class-I local supplier'

Notes for Guidance of Tender Preparing Authority and Tender document approving Authority:

Note 1- As per para 3 (a) of the 'Make in India ', Policy issued vide No. P45021/2/2017-PP dated 19th July, 2024 only Class-I Local Supplier ' are eligible to Bid for "Works" tenders where sufficient local capacity and competence is available, irrespective of the purchase value. Accordingly, only Class-I Local suppliers have been allowed to bid in this tender.

Note 2- In case of special works which can allow participation of Class-II Local Supplier/ Non- Local Supplier besides Class-I Local suppliers, cases shall be dealt as per the provisions of 'Make in India Policy". Accordingly, the provisions of this clause 12.15 shall be prepared by Tender Preparing Authority and shall be checked by Tender document approving authority before according approval. For this purpose, Para 3A along with its Sub-paras of Public Procurement (Preference to Make in India), Order No. P-45021/2/2017-PP vol.II dated 19th July, 2024 may be read carefully. Purchase Preference.

Note 3- Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders.

- a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes.
- b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

For RITES, Administrative ministry is 'Ministry of Railways'. Railway Board has notified the specific items for which sufficient local capacity and local competition exist through various letters/orders, which are available on Railway Board website (Railway Board Directorates → Stores → Circulars → Subject wise Circular → Make_In_India). Tender Preparing Authority and Tender document approving Authority are advised to follow the same with up-to-date amendments as notified by Railway Board from time to time. Railway Board has issued the latest letter No. (E3322671) dated 20.08.2024, which is available on its website.

Note 4- Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class- II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ Class-II local supplier' respectively. Railway Board has notified minimum local content more than 50% for specific items through various letters/orders, which are available on Railway Board website (Railway Board Directorates → Stores →Circulars → Subject wise Circular → Make_In_India). Tender Preparing Authority and Tender document approving Authority are advised to follow the same with up-to-date amendments as notified by Railway Board from time to time. Railway Board has issued the latest letter No. 2020/RS(G)/779/2/Pt. I (E3322671) dated 20.08.2024, which is available on its website.

3. **Purchase Preference**

In the present tender only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.

4. **Type of this Tender/Work:** Works

5. **The minimum local content for this tender shall be equal to or more than 50%.**

6. **Verification of local content:**

- (a) The 'Class-I local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self- certification that the item offered meets the local content requirement for 'Class-I local supplier'. They shall also give details of the location(s) at which the local value addition is made.
- (b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Note- Bidder's attention is invited to Para XV in Proforma 1

- (c) The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the RITES. In case the contractor/ supplier does not meet

the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Nonlocal, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.

- (d) Complaints about local content declarations/verification of local content shall be processed/addressed as per Public Procurement (Preference to Make in India), Order No. P-45021/2/2017-PP dated 19th July, 2024.
- (e) In case of false declaration by Class-I local supplier or submission of false certificate, Banning of Business Dealings shall be done with defaulter as per the Guidelines given in Sub-clause 1 1 .2B.

7. Exemption in sourcing of spares and consumables of closed systems:

Procurement of spare parts, consumables for closed systems and Maintenance/Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from Public Procurement (Preference to Make in India), Order 2017 (Latest order being Order No. P45021/2/2017-PP dated 19th July, 2024).

8. Reciprocity Clause

Reciprocity Clause as mentioned in Public Procurement (Preference to Make in India), Order 2017 (Latest order being Order No. P-45021/2/2017-PP (BE-11) Part (4) Vol. II dated 19th July, 2024) shall be applicable in this Tender. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

Note to Tender Preparing Authority and Tender document approving Authority:

Tender Preparing Authority and Tender document approving Authority may kindly read provisions of Reciprocity Clause as given in Public Procurement (Preference to Make in India), Order 2017 (Latest order being Order No. P-45021/2/2017-PP (BE Vol.II dated 19th July, 2024). Para 10 (d) (i) of Public Procurement (Preference to Make in India), Order No. 1)-45021/2/2017-PP dated 19th July, 2024 is reproduced below for the attention of Tender Preparing Authority and Tender document approving Authority.

"When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

9. **Manufacture under license/ technology collaboration agreements with phased indigenization: ~~*Applicable~~/*Not Applicable (*Strike out whichever is not applicable)**

Note to Tender Preparing Authority and Tender document approving Authority:

Tender Preparing Authority and Tender document approving Authority may kindly see if this provision is applicable [o the subject tender and if this provision is applicable, the same may be provided in the subject tender. For information of Tender Preparing Authority and Tender document approving Authority, the Para no. 13 and 13A of Public Procurement (Preference 10 Make in India), Order 2017 (Order No. vol.II dated 19th July, 2024) are reproduced below.

Para No. 13: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content t' the product is being manufactured in India under a license from a foreign manufacturer M'ho holds intellectual property rights and where there is a technology collaboration agreement/ transfer of technology' agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

Para No. 13A: In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

12.16 Restrictions on procurement from a bidder of a country which shares a land border with India

Orders (Order No. F-7/10/2021-PPD(1) Dated 23.02.2023 issued by Department of Expenditure, Ministry of Finance, Govt. of India (Order No. F-7/10/2021-PPD(1)Dated 23.02.2023) or any other latest order on the subject matter; also referred to as “the Order” in this clause) restricting procurement of Works from Bidders from certain countries that share a land border with India shall apply to this procurement.

Salient provisions of the policy are given below. However it will be the responsibility of the bidder to go through the complete policy and see if it is eligible in terms of the policy and meets the criteria required as per the policy. In case of any contradiction of the provisions mentioned herein below and the original policy as mentioned above, the provisions of the policy issued by Department of Expenditure, Ministry of Finance, Government of India shall take precedence.

Any bidder from the countries sharing a land border with India, will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority **and if otherwise eligible to Bid as per eligibility conditions.**

Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority and **if otherwise eligible-to Bid as per eligibility conditions.**

The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India.

The provision of the Order on restrictions based on land borders will not be applicable for cases mentioned in Para 12 herein under:

Definitions

1. **"Bidder"** for the purpose of the Order (including the term 'tenderer', 'consultant' vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
2. **"Tender"** for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.
3. **"Transfer of Technology"** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the DPIIT and the interpretation of the committee shall be final)
4. **"Specified Transfer of Technology"** means a transfer of technology in the sectors and/or technologies, specified in the order.
5. **"Procuring entity"** means RITES Ltd.
6. **"Bidder (or entity) from a country which shares a land border with India"** for the purpose of the Order means
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country ;or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian(or other)agent of such an entity ;or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
7. **"Beneficial owner"** for the purpose of paragraph 6(d) above will be as under:

i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation---

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five percent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their share holding or management rights or shareholders agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. In case of a trust, the identification of beneficial owner(s), shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- vi. To determine nationality while assessing the beneficial ownership of the bidder, the nationality mentioned in the beneficiary owner's passport should be considered. In case of the possibility of dual citizenship, nationality on all the passports should be considered through a suitable declaration. If nationality in any of the passports of the person whose beneficial ownership is being assessed is recorded to be from a country sharing a land border with India, the provisions contained under this Order shall apply. Hong Kong and Macau are to be considered as part of China for the purpose of this Order.

8. **"Agent** "for the purpose of the Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Note:

- 1. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- 2. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent

9. **Sensitive Sectors/Technologies (relevant only for the provisions on ToT arrangements):**

The Order may be referred for sectors/Technologies which have been identified as sensitive from the National Security Point of View. The bidder with ToT arrangement in any sensitive Sector/Technology with a country which shares a land border with India shall require registration as indicated in Para 11 below. The Order may be referred for details of sensitive sectors / Technologies.

Requirement of registration

- 10. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority i.e. Department for Promotion of Industry and Internal Trade(DPIIT).**
- 11. Further, any bidder (including bidder from India) having Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority i.e. Department for Promotion of Industry and Internal Trade (DPIIT).The requirement of registration for bidders covered in this paragraph shall apply to all tenders are issued/published after 01.04.2023.**
- 12. The provision of the Order on restrictions based on land borders will not be applicable for cases mentioned herein under:**
 - a) In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the competent Authority. Exceptions to this shall be decided in consultation with DEA.
 - b) This order shall not apply to procurement by Indian mission and by offices of government agencies/undertaking located outside India.
 - c) This order will not apply to bidders (or entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.
 - d) Procurement of spare parts including consumables from Original Equipment Manufacturers (OEMs) or their authorized agents, required for service support like Comprehensive Maintenance for the system, shall be exempted from the requirement of registration.

13. Sub-contracting in works contract:

In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any **contractor** from a country which shares a land border with India unless such **contractor** is registered with the Competent Authority i.e. Department for Promotion of Industry and Internal Trade (DPIIT). The definition of “contractor from a

country which shares a land border with India” shall be as in paragraph 6 above. This shall not apply to sub-contracts already awarded on or before 23.07.2020.

[Note: Procurement or raw material, components, etc. does not constitute sub-contracting.]

14. Validity of registration

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.

15. Model Certificates

Model Certificates, which may be inserted in tenders/obtained from Bidders are given asunder:

a. Model Certificate for Tenders:

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India, I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent Authority i.e. DPIIT. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority i.e. DPIIT shall be attached)”

b. Model Certificate for Tenders for Works involving possibility of sub-contracting:

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

c. Model additional Certificate by Bidders in the cases of Specified ToT:

“I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority.”

OR

“I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement. ” (Evidence of valid registration by the Competent Authority i.e. DPIIT shall be attached)

Bidder’s attention is invited to Para xiv of Proforma 1 in this regard

13.0 INSPECTION OF SITE BY THE TENDERERS

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders, as to the nature of the ground and sub-soil (as far as is practicable), the form and nature of the site, the means of access to the site, local conditions, working hours, working conditions, availability of water, electricity, construction Labour, construction materials and other relevant requirements connected with work, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their Tender. A Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc. will be issued to him by the Employer and local conditions and other factors having a bearing on the execution of the work. The bidders may contact **Sh. Kaushik Chakraborty, AGM(ES&T)**. (Address - PU-Bilaspur, In front of Jobs Enclave, The Writers Building, 2nd & 3rd floor, Rajkishor Nagar, Sipat Road, Bilaspur, CG-495006 / Phone No-**609917909** (E-mail id: **koushik.2021@rites.com** between **09:00 Hrs. to 18:00 Hrs** on working days (Monday to Saturday) regarding inspection of site.

14.0 EMPLOYER'S RIGHT ON ACCEPTANCE OF ANY TENDER

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

15.0 CANVASSING PROHIBITED

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

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

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

17.0 MISCELLANEOUS RULES AND DIRECTIONS

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

concerned SBU Unit of RITES or as an officer in any capacity between the grades of GGM/GM and Engineer (both inclusive) of the concerned SBU of the Employer/RITES. 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 Officer of Engineer rank and above in the organization of the Employer and RITES. Any breach of this condition by the Tenderer would render his Tender to be rejected.

No Officer of Engineer rank and above employed in Engineering, Finance or Administrative duties in an Engineering and Finance Department of the Organization of the Employer/RITES is allowed to work as/or for a contractor for a period of Two years after his retirement from the Employer's/RITES service without the previous permission of the Employer/RITES in writing.

Further, The Bidder should not have an association (as a bidder/ partner/ director/ employee in any capacity), of retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of two years after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organization and bidder shall inform Employer/RITES in writing about such waiver.

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/RITES/Erstwhile organization as aforesaid before submission of the tender or engagement in the Contractor's service.

Any breach of this condition by the contractor shall be treated as concealing of information and appropriate action will be taken for banning of business dealings with such contractors as per clause 11.2 B.

- 17.2** If required by the Employer, the Tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful Tenderers shall return all the drawings given to them.
- 17.3** In the case of any Item rate tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the Tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
- 17.4** Goods and Services Tax (GST)-

GST Registration Status:

- (a) All the prospective bidders should ensure that they are GST compliant and their quoted tax structure/ rates are as per GST Act/ Rules.
- (b) Bidder should be registered under GST and furnish GST Registration number and copy of GST Registration Certificate in their offer unless they are specifically exempted from GST registration under specific notification/ circular/ section/ rule issued under GST Law and to be clearly stated.

- (c) The prospective bidder has to furnish the GST Registration Number of the State / Verticals, in case of multiple registrations in a state, from which supply / services are to be made.
- (d) If the Bidder has opted for a composition levy under Section 10 of CGST ACT, he should declare the fact while bidding along with GST Registration number and copy of GST registration certificate.
- (e) If a bidder is not liable to take GST registration, i.e., having turnover below threshold at the time of bidding, he shall submit an undertaking along with a valid certificate from practicing Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (DIN) to the effect that Bidder fulfils all conditions prescribed in the notification exempting him from registration. Such bidder/ dealer shall not charge any GST (and/or CESS wherever applicable) in the bill/ invoice. Further, Bidder should notify and submit to the employer within 15 days from the date of becoming liable to registration under GST Law.
- (f) State-wise registration of Employer is indicated in Annexure-XI
- (g) While quoting the basic rate, the bidder should offset the input tax credit available/ to be availed as per the GST Act, and shall inclusive of all taxes, duties, cess etc. other than GST.

Payment of GST under the contract:

- (a) The payment of GST and GST Cess to the contractor shall be made only on the latter submitting a GST compliant Tax invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery shall be shown being made in the name, location/ state, and GSTIN of the place where supply is to be made, as per applicable law; irrespective of location/state of employer where LOA is issued.
- (b) While claiming reimbursement of duties, taxes etc. (like GST) from the Employer, as and if permitted under the contract, the contractor/supplier shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the contractor/supplier) shall refund to the Employer, Employer's share out of such refund received by him from the concerned authorities, immediately.
- (c) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess supplies or revision in prices or any other reason under the contract shall be submitted to the Employer in compliance with GST provisions.
- (d) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due. In case of Gross Invoice, Credit Note shall be issued for the amount derived for Liquidated Damages before payment and payment shall be made on net.

(e) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the transaction of the supply is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:

- (i) The Employer shall not be bound to pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to supplier's / contractor's fault. Wherever the contractor invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.
- (ii) The payment against Tax Invoice shall be subject to the TDS (Tax deducted at Source) U/s 51 of the CGST Act, 2017 in addition to applicable TDS under Income Tax Act, 1961. On deduction at source, Employer shall be depositing the same to the credit of the respective Government, file return and issue TDS Certificate in favour of the contractor to that respect.
- (iii) Payment of GST on running account bill shall be made on regular basis taking the GST Compliance behaviour of the contractor (i.e. regular/timely deposit of taxes to the credit of the Government and filing of regular and proper return under GST etc.). The GST so paid should get reflected in employer's GST portal before the payment of GST in next RA bill *unless* both the invoices are raised in the same tax period, for which time limit for deposit of taxes have not elapsed and/or time limit for filing statutory return is not over. In such case, payment of GST may be made subject to GST Compliance Behaviour of the contractor and the claim is not against Final Bill.
- (iv) In case of final bill, GST amount shall only be paid/reimbursed after through checking in GSTR-2B of the employer, showing eligible for ITC and correctness of GST amount reflected in all running bills so far paid.
Regarding Payment/reimbursement of GST against invoices/RA bill of the contractor, the decision of the Engineer-In-Charge shall be final and binding on the contractor.
- (v) Employer has the absolute right to check the GST Compliance behavior of the contractor through GSTIN portal, its GSTR-2B, documentary evidence submitted by the contractor etc. while making payment/reimbursement.
- (vi) Employer shall have the right to recover any GST paid against invoices, from any amount payable to such agency unless the GST amount is reflected in the GSTR-2B (and shown as eligible) for the purpose of ITC. Amount to be recovered/with held shall relate only to the extent of GST not deposited or adjusted within the due date of filing return.

- (vii) If Employer fails to take ITC, due to the non-deposit of GST/ wrong filing of return, the amount of GST paid shall be recovered from any amount payable along with interest, penalty, etc. and Contractor shall indemnify the employer all loss incurred, interest/penalty imposed by the authorities due to such bad tax behavior of the contractor.
- (viii) Employer shall not be held responsible for the contractor's tax payment or duty under a misapprehension of the law.
- (ix) Contractor is required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.
- (x) In case of profiteering by the contractor/supplier relating to GST tax, the Employer shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.
- (xi) The contractor shall issue Receipt vouchers, as per provision of GST, immediately on receipt of advances against provision of services as per terms of contract, wherever applicable.

Statutory Variation Clause:

Any increase or decrease in rate of taxes, duties levies, cess etc., under any law, including GST, under the period of contract on supply shall be governed by terms and conditions of contract. Any increase or decrease in rates of GST during the currency of the contract, on supply, shall be under Employer's account unless and otherwise stated in the contract.

- 17.5** Each Bidder shall submit only one Bid either as an individual or as a Proprietor in a Proprietary firm or as a Partner in a Partnership firm or as a Director of a Limited Company/Corporation or as a Partner in a Joint Venture. Any Bidder who has submitted a Bid for a work, shall not be a witness for any other Bidder for the same work. Failure and/or as a witness, liable to summary ejection.
- 17.6** The Contractor shall be fully responsible for all matters arising out of the Performance of the Contract and shall, at his own expense, comply with all laws/acts/enactments/orders/regulations/obligations whatsoever of the Government of India, State Government, Local Body and any Statutory Authority.

18.0 SIGNING OF CONTRACT AGREEMENT

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

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

18.2 Within the period as specified in Clause 1 of 'Clauses of Contract', from the date of issue of Letter of Acceptance, the successful Tenderer shall deliver to the Employer, Performance Guarantee in the format prescribed.

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

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

18A Amendment to Contract

The conditions and clauses of this contract cannot be varied except through a written Supplementary Agreement with mutual consent of both the parties to the contract.

19.0 PRE-QUALIFICATION PROFORMA

The bidder shall fill the pre-qualification Proforma at Annexure VIII. The bid will be evaluated considering only those details as mentioned in Annexure VIII and corresponding documents uploaded along with the bid and no other details/certificate/document will be taken into consideration while evaluating the bid to decide whether the bidder is qualified or not.

20.0 BRIEF NOTICE INVITING E-TENDERS

General Manager (Civil), PU Head, Project Unit, Bilaspur, RITES Ltd invites on behalf of **M/s SECL**, Online ~~item rate/~~ **percentage rate** /~~item rate + percentage rate/lump sum~~ bids on ~~Single~~ / **Two** /~~Three~~ Packet System for the following work. No other mode of submission shall be accepted.

| S. No. | NIT No. | Name of Work & Location | Cost of Tender Document | Estimated Cost put to Bid | Earnest Money | Period of Completion | Last Date & Time of submission of Bid, EMD, Cost of Tender Document and Other Documents as specified in the Press Notice | Time & Date of Opening of Bid |
|--------|---------|-------------------------|-------------------------|---------------------------|---------------|----------------------|--|-------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |

| | | | | | | | |
|---|---|---|--|-----------------------|--------------------------|--|----------------------------|
| 1 | 16/OT/25-26/RITES/PU-BSP/SECL/Retractable OHE/Gevra/SILO no. 5&6 and 3&4 Dated 17.03.2026 | Engineering, Design, Drawing, Supply, Erection, Testing and Commissioning of 25 kV, 50 Hz Single Phase Retractable Rigid Catenary System (RRCS) connecting with existing conventional regulated OHE at either end of Silo No -5 & 6 (Double Track in each SILO) having single chute on each track with centralized programmable logic control system (PLC with interlocking system-Supervisory PLC) to control the operation of geared motor assembly, Motorized Isolators, existing signal etc. and regulated OHE at either end of Silo No -3 & 4 (Single Track in each SILO) having single chute on each track with centralized programmable logic control system (PLC with interlocking system-Supervisory PLC) to control the operation of geared motor assembly, Motorized Isolators, existing signal etc. at Gevra, Gevra Area of SECL including defect liability period of 02 years and subsequent annual comprehensive maintenance for 3 years Rs 15,000/- incl. GST. | Rs 21,02,64,565.00 excluding GST. | Rs 42,05,000/- | 08 (Eight) months | Last date & time of submission of bid: on 07.04.2026 upto 14:00Hrs | At 14:30 Hrs on 08.04.2026 |
|---|---|---|--|-----------------------|--------------------------|--|----------------------------|

- 21.0 The bid document consisting of tender drawings, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen on CPP Portal <https://etenders.gov.in> free of cost.
- 22.0 After submission of the bid the bidder can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
- 23.0 While submitting the revised/modified Financial bid, the bidder can revise/modify the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
- 24.0 The bid submitted shall become invalid if:
- The bidder is found ineligible.
 - The bidder does not upload all the documents as stipulated in the bid document.

- (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
 - (iv) The bidder does not deposit physical instruments of EMD and Cost of Tender Document within a week of opening of technical bid.
- 25.0 Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can go to CPP Portal <https://eprocure.gov.in/eprocure/app?page=BiddersManualKit&service=page> bidders manual kit.
- 26.0 The intending bidder must have valid Class-III digital signature to submit the bid.
- 27.0 On opening date, the bidder can login and see the bid opening process. After opening of bids he will be able to view the competitors' bid documents.

280 List of Documents to be scanned and uploaded within the period of bid submission:-

1. Account Payee Banker's Cheque/Pay Order/Demand Draft towards cost of Tender Document in accordance with Clause 7.0 (f) herein before.

OR

~~Document in support of exemption from payment of cost of Tender Document, if applicable due to any Govt. Policy.~~
2. Insurance Surety Bonds or Account Payee Banker's Cheque/ Pay Order/ Demand Draft towards Earnest Money Deposit (EMD) in accordance with Clause 9hereinbefore and Bank Guarantee if applicable in accordance with Clause 9 herein before

OR

~~Document in support of exemption from payment of EMD, if applicable as per any Govt. Policy.~~
3. Authority to Sign (if required as per Clause 11.0 hereinbefore) in the format given at Annexure III or (Annexure III & Annexure IV) as applicable.
4. Integrity Pact as per Annexure VI/1, VI/2& VI/3 as mentioned in clause 11.2.
5. RTGS/NEFT details as per Annexure-VII.(Mandate form)
6. Self-attested copy of Documents in support of meeting the criterion of Annual Financial Turnover in accordance with Para 1 of Annexure I.
7. Self-attested copy of Certificates in support of meeting the criterion of Similar Work Experience in accordance with Para 2(a) of Annexure I.
8. ~~Self attested copy of Certificates in support of meeting the criterion of Construction Experience in key activities/ specified components in accordance with Para 2(b) of Annexure I.~~
9. Self-attested copy of Documents (Audited Balance Sheets, Profit & Loss Statements of profit and loss and Note to accounts with UDIN) in support of meeting the Profitability criterion in accordance with Para 4 of Annexure I.
10. Self-attested copy of Documents in support of meeting the criterion of Net Worth in accordance with Para 5 of Annexure I.
11. Declaration by the Bidder in the format given in Proforma 1 of Annexure I,

including certificates mentioned therein. ~~In case of JV, each partner of JV should submit Proforma 1 duly signed, dated & with seal separately.~~

12. Self-attested copy of Guidelines on Banning of Business Dealings as per Annexure-VIA.
13. Pre-Qualification Proforma at Annexure VIII duly filled in.
14. Self-Attested Copy of Partnership Deed/ Memorandum and Articles of Association of the firm.
15. Self-Attested copy of Corrigendum(s), if any/ minutes of Pre-bid meeting, if any.
16. ~~Self-certified copy of the Joint Venture Agreement/Memorandum of Understanding as per Annexure II (where Joint Venture is allowed) to be executed by each member of JV individually.~~
17. ~~Power of Attorney in favour of Lead Member as the Lead Member of JV (where Joint Venture is allowed) as per Annexure IV, to be executed by all the members of JV individually.~~
18. Self-attested copy of GST Registration Certificate (As applicable).
19. Self-attested copy of certificates as per requirement of sub-clause 6 (verification of local content) of clause 12.15 (Preference to Make in India)
20. Self-attested documents as per clause 12.16 (Restriction on Procurement from a bidder of a country which shares a land border with India) if applicable.
21. Self-attested copy of valid registration with EPFO under 'EPF and Miscellaneous Provisions Act, 1952'.
22. Self-attested copy of any other document if specified in tender document and the correction slips to the Tender Document.
23. ~~Declaration by Each Partner of JV (in case of Large works/ Normal Works) as per Para 3 (Servicing of Loan/ Credit Limit) of Annexure I.~~
24. Undertaking/ Declaration by Bidder/ Each Partner of JV in case of Large works/ Lead Member of JV in case of Normal works that "Audited Balance Sheets, Profit and Loss Statements and other financial statements for the immediately preceding year are not available" as per Para 1 (e) (Annual Financial Turnover), Para 4 (Profitability) and Para 5 (Net Worth) of Annexure-I, if applicable.

Note: - Any clarification / deficient document(s) sought by RITES Ltd. as per provisions of these tender documents shall be submitted by the bidder online only.

29.0 List of Documents to be submitted physically by Lowest (L1) Bidder within a week of the opening of Financial Bid:-

1. Self-attested copy of PAN/TAN issued by income Tax Department.
2. Self-attested copy of registration under Labour Laws like PF, ESI etc.
3. Self-attested copy of the statement of the details of bidder's jurisdictional GST Assessing officer (designation, address and email address)
4. Self-attested copy of ISO 9000 Certificate. (if any)
5. Self-attested copies of all the documents specified in Clause 28.0 above.

30.0 RITES Ltd. may approach any Bank, Individual, Employer, Firm or Corporation, whether mentioned in the documents submitted by bidders or not, to verify the credentials and general reputation of the bidder and where JV is allowed the credentials and general reputation of lead member & each Member of Joint Venture.

31.0 With reference to Clause 3, Sub-clause 3(a), 3(a) (i), 3(b) and Clause 52.7 of Clauses of Contract of RITES GCC for works (Section-8), the name of the contractor declared as “Poor Performer” as per clause 52.7 and the contractor, whose Contract is determined as per clause 3 and deemed to be declared as “Poor Performer” as per Sub-clause 3(a) (i) will be placed in RITES’ ‘Negative List of Contractors’ and then such a contractor individually and also any Joint Venture wherein such contractor is a member, will not be eligible for a period of upto two years, to participate in tenders of other works and in the tendering process for balance work as per sub-clause 3(b) which may be invited by RITES. In case the contractor is a Joint Venture, the JV as well as all members of the JV individually or as member(s) of any other Joint Venture (JV) will not be so eligible. In case the contractor is a company then, in addition to the aforesaid provisions, the Associate Companies and Subsidiary Companies (as defined under Companies Act, 2013), of the company included in the Negative list, will also not be eligible.

32.0 CONFIRMATION OF BG (Wherever Applicable)

In order to have a secured IT enabled verification/confirmation of BGs from system of issuing Bank to RITES using SFMS facility through Indian Bank, following conditions shall apply:-

- a) Bank Guarantee issued by issuing Bank **must be routed through SFMS platform** and IFN 760 must be sent from BG issuing Bank to Indian Bank. In case of extension, BG must be **routed through SFMS platform** and IFN 767 must be sent from BG issuing Bank to Indian Bank.
- b) Bidder shall submit to RITES LIMITED the copy of SFMS message as sent by issuing Bank branch along with the original Bank Guarantee or extension of BG as the case may be.
- c) Particulars of RITES' Bank are provided below so that the bidder can share these particulars with their bank guarantee issuing Bank.

Bank details are as follows:

- i. Bank address: Indian Bank, GF-3 Block B, Vipul Square, Sushant Lok, Phase I, Gurgaon.
- ii. Bank account No:6597266376
- iii. Branch IFSC: IDIB000S149
- iv. Branch MICR code: 110019038

In case, the bidder shows its inability to submit the bank guarantee from Issuing Bank, which is SFMS Compliant, RITES may accept paper Bank Guarantee sent to RITES directly by the issuing Bank under Registered Post (AD) / Speed Post / Courier / By Hand. However, a declaration that none of their banks branches is SFMS compliant shall be obtained with such Bank Guarantees.

QUALIFYING CRITERIA FOR WORKS CONTRACTS

1. ANNUAL FINANCIAL TURNOVER –

The bidder should have achieved a minimum average annual financial turnover of **Rs. 21,02,64,565/- excluding GST** during the last 3 Financial Years.

Notes:

- a) The Annual financial turnover shall be operating revenue (excluding Income from other sources) as given under the head "Revenue/Income" in audited standalone Statement of Profit & Loss. Share of bidder in Revenue from operation of Joint Arrangement entities which is not included in audited standalone Statement of Profit & Loss of bidder will not be considered
- b) The Bidder should furnish Annual Financial Turnover for each of the last 3 Financial Years with average thereof in tabular form and give reference of the document (with page no.) relied upon in support of meeting the Qualification Criterion.
- c) The Bidder should submit self-attested copy of Audited standalone Balance Sheet and Statement of Profit and Loss along with Notes to accounts with UDIN, for last three financial years. Provisional Audited financial statement or certified statements will not be accepted
- d) If the Audited standalone Balance Sheets, Statement of Profit and Loss and Notes to accounts for the immediately preceding year is not available in case of a work for which the last stipulated date for submission of the bids is before 30th September or in case, Government of India extends the date of conducting of AGM / Filing of Balance Sheet beyond 30th September, Audited standalone Balance Sheets, Statement of Profit and Loss and Notes to accounts of the three Financial Years immediately preceding the previous Financial Year shall be considered for evaluating the credentials of the Bidder. These provisions are also applicable in cases where JV is permitted.
- e) In case JV is permitted the following provisions will apply: **Not Applicable**

2. WORK EXPERIENCE

a) Similar Works Experience

aa) In case of Railway Works involving one or more components like Earthwork, Bridges, Track Linking, Track Laying, OHE, signaling etc., the Qualifying Criterion relating to Work Experience shall be as under

(i) For works in Normal Areas (other than Difficult Areas)

The Bidder should have satisfactorily completed or substantially completed in his own name or proportionate share as a member of a Joint Venture, at least one similar work of minimum value of **Rs 13,66,71,967/- excluding GST** OR at least two similar works each of minimum value of **Rs 8,41,05,826/-excluding GST** during the last **7 (Seven)** years prior to the last stipulated date for submission of the Bid. Works completed prior to the cut-off date shall not be considered.

Similar Works Definition:

The Similar work means “**Design, supply, installation (erection), testing and commissioning of 25 kV Retractable Rigid Catenary System (RRCS)/Rigid Overhead Conductor System (ROCS)/Foldable Overhead Conductor System (FOCS)/Movable Overhead Conductor System (MOCS)/ 25 kV AC OHE (Conventional)/2x25 kV AC OHE work**” carried out in India under a single contract (including additional work carried out under the contract).

Essential conditions for similar work qualification:

1. If the tenderer has similar work experience in providing Retractable Rigid Catenary System (RRCS)/ Rigid Overhead Conductor System (ROCS)/ Foldable Overhead Conductor System (FOCS)/ Movable Overhead Conductor System (MOCS) system anywhere in India, then the bidder may submit bid as a single entity.

Further, the bidder shall also submit a functioning certificate, for the similar work, from the user authority confirming that the RRCS/ROCS/FOCS/MOCS system has been functioning satisfactorily for at least one year from the date of commissioning. If the system was commissioned more than one year before the date of Notice Inviting Tender (NIT), the certificate shall confirm satisfactory performance from the date of commissioning till the date of Notice Inviting Tender (NIT).

2. If the tenderer has similar work experience in 25 kV AC OHE (Conventional) or 2x25 kV AC OHE works anywhere in India but does not have experience in Retractable Rigid Catenary System (RRCS), Rigid Overhead Conductor System (ROCS), Foldable Overhead Conductor System (FOCS), or Movable Overhead Conductor System (MOCS), then bidder shall be required to satisfy the following conditions:

- i) Bidder shall submit an MoU with the OEM (Original Equipment Manufacturer) of RRCS/ROCS/ FOCS/ MOCS, either from India or abroad, along with the bid. The MoU shall be an essential part of the bid, failing which the bid shall be rejected.
- ii) It should be clearly stipulated in the MoU that the OEM shall certify the design, proper erection, testing, and commissioning of the RRCS system, including extending service support, etc.
- iii) The OEM shall submit a self-declaration, through the bidder, confirming that they are the Original Equipment Manufacturer (OEM) of the RRCS/ROCS/FOCS /MOCS system.
- iv) The OEM should have prior experience in providing/supplying RRCS/ROCS/ FOCS/MOCS systems. In support of this, the OEM shall submit, through the bidder, relevant documents such as a copy of the work order (wherein the OEM has provided/supplied the RRCS/ROCS/FOCS/MOCS) and commissioning certificate issued by the user authority.

Further, the OEM shall also submit, through the bidder, a certificate from the user authority confirming that the RRCS/ROCS/FOCS/MOCS system has been functioning satisfactorily for a minimum period of one year from the date of commissioning. In cases where the system was commissioned more than one year prior to date of the Notice Inviting Tender (NIT), the certificate must confirm satisfactory performance from the date of commissioning up to the date of issuance of the Notice Inviting Tender (NIT).

All documents shall be apostilled if the system has been provided / supplied by OEM outside India. **Non-submission of the required documents (i.e., work order and commissioning certificate & functioning certificate) shall result in rejection of the bid.**

3. The bidder/OEM (including their affiliates or subsidiaries) should not be currently declared ineligible/suspended/ blacklisted/delisted/ banned/ debarred by RITES or by any Central/State Government Department/ Public Undertaking or Enterprise of Central/State Government and such ban should not be in force at the time of submission of the Bid or extended deadline.

In case the Bidder (Indian Company) wishes to rely on a work completed abroad, the value of such completed work in foreign convertible currency shall be converted into Indian Rupees. The conversion rate shall be decided by RITES based on the rates of currency on the date of completion of work (the bidder to also submit the currency conversion rate as on completion date of the Credential Certificate relied upon by the bidder for the purpose of work experience). Further, such a bidder (Indian Company) should have also completed at least one Similar work of value minimum 25% of estimated cost of work, in India in the last seven years prior to the last stipulated date for submission of the Bids.

Notes:

- I. A weightage of 7% (compounded annually from the date of completion of the work to the last stipulated date for submission of the Bids) shall be given for equating the value of works to the last stipulated date for submission of the Bids. For example, for a similar work of Rs 1,00,000/- completed on 31.12.2017 and the last stipulated date for submission of the bids was 31.08.2020, the value of work that shall be considered after giving weightage is $[Rs\ 1,00,000 * 1.07 * 1.07] \{ 1 + [(7/100) * (244/366)] \} = Rs\ 119832.87$, rounded off to Rs 119833/-
- II. Works shall be considered as “Completed Works” where physical completion of entire work is over or commissioning of work has been done, whichever is earlier.
- III. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to The bidder in that ongoing contract, Functional completion of the Project has been achieved and no proceedings of termination of contract on Contractor’s default has been initiated.
- IV. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.
- V. In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.
- VI. Certificate for substantial completion of project/work/asset should contain three parts. Part-I shall contain financial value of work done, PVC amount and present contract value. Part-II shall contain ‘certificate of functional completion of project/work/asset’. Part-III shall contain that no proceedings of termination of contract on contractor’s default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.

- VII. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- VIII. Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned criteria in the tender under consideration.
- IX. In case of a Certificate from a Public Limited Company or its subsidiary, the Bidder should also submit documentary proof that the Public Ltd. Company was listed in Stock Exchange in India or Abroad when the work was executed for it.
- X. The Bidder should submit the details of such similar completed/Substantially Completed works as per the format given in Annexure-VIII.
- XI. Similar works carried out by another contractor on behalf of bidder on a back-to-back basis will not be considered for satisfaction of the qualification criterion by the bidder. Similar works carried out by Bidder as a subcontractor will be considered for satisfaction of qualification criterion by the bidder subject to submission of experience certificate as per Sl. No -XII below
- XII. Credential certificates issued by Government Organizations/Semi Government Organizations of Central or State Government; or by Public Sector Undertakings/Autonomous Bodies of Central/State Government or their subsidiaries/by Public Ltd. Companies listed in Stock exchange in India or Abroad or subsidiaries of such companies shall only be accepted for assessing the eligibility of a Tenderer. Certificates issued by one of the aforesaid organizations as a lead member (having equity stake of 51% or more) of a Joint Venture (JV) for a work executed for the JV, will also be acceptable. In case of PPP projects, if the bidder has executed a work for a concessionaire who is one of the aforesaid organizations, then the certificate issued by such concessionaire or by the public authority concerned, will also be acceptable.
- XIII. The cutoff date shall be calculated backwards from the last stipulated date for submission of Tender i.e. for a Tender having the last stipulated date for submission on 06.08.2014, the cutoff date shall be 07.08.2007.
- XIV. In case JV is permitted the following provisions will apply: **Not Applicable**
- XV. The value of similar work shall be calculated excluding the element of GST on works Contract Service while evaluating on meeting the Qualifying Criteria of Work Experience.

b) Construction Experience in Key Activities– Not Applicable

~~To qualify for award of the contract, each bidder in his own name or as a member of a Joint Venture should have, in the last 7 (Seven) years prior to the last stipulated date for submission of the bid, executed the following key activities carried out in India.~~

~~1. _____ (in any one work individually*/maximum three works cumulatively*)~~

~~2. _____ (in any one work individually*/maximum three works cumulatively*)~~

3. _____ (in any one work individually*/maximum three works cumulatively*)

*(*Strike out whichever is not applicable)*

(Ideally only very few and that too, specialized components of the work mentioning required quantities or amounts may be specified at the discretion of tender document approving authority)

Notes:

- I. ~~Credential certificates issued by Government Organizations/Semi Government Organizations of Central or State Government; or by Public Sector Undertakings/Autonomous Bodies of Central/State Government or their subsidiaries/by Public Ltd. Companies listed in Stock exchange in India or Abroad or subsidiaries of such companies shall only be accepted for assessing the eligibility of a Tenderer. Certificates issued by one of the aforesaid organizations as a lead member (having equity stake of 51% or more) of a Joint Venture (JV) for a work executed for the JV, will also be acceptable. In case of PPP projects, if the bidder has executed a work for a concessionaire who is one of the aforesaid organizations, then the certificate issued by such concessionaire or by the public authority concerned, will also be acceptable.~~
- II. ~~When key activities are expressed/specified in monetary terms, a weightage of 7% (compounded annually from the date of completion of the Key activity to the last stipulated date for submission of the Bids) shall be given for equating the value of key activity to the last stipulated date for submission of the Bids. For example, for a key activity of Rs 1,00,000/ completed on 31.12.2017 and the last stipulated date for submission of the bids was 31.08.2020, the value of key activity that shall be considered after giving weightage is [Rs 1,00,000*1.07*1.07] { 1+[(7/100)*(244/366)]}= Rs 119832.87, rounded off to Rs 119833/-~~
- III. ~~The work satisfying the criterion for a particular key activity may be different from a work satisfying the criterion for another key activity.~~
- IV. ~~The Bidder should furnish with his Bid a tabular statement giving contract wise quantities/amount of key activities(mentioning date of start and date of completion of key activities) executed in the last 7 (Seven) prior to the last stipulated date for submission of the bids which meet the Qualification Criterion along with documentary proof in support thereof (indicating page nos.).~~
- V. ~~a) Even if a work has not been completed but if the specified quantity/ specified value in monetary terms of the key activity has been completed in the last 7 (Seven) years prior to the last stipulated date for submission of the bids, the same shall be taken into consideration for the purpose of this criterion.~~
~~b) Works carried out by another Contractor on behalf of the Bidder on a back to back basis will not be considered for satisfaction of the Qualification Criterion by the Bidder. Works carried out by the bidder as a sub-contractor will be considered for satisfaction of Qualification criterion by the bidder subject to submission of experience certificate as per SL No. I above.~~
- VI. ~~Any key activity executed by the Bidder as a member of a Joint Venture will be accepted provided there is documentary proof in support of the same either in the MOU/Agreement of the JV or in a declaration by the Lead Member of that JV or the~~

Client confirming that the Key activity was actually executed by the Bidder.

~~—In case JV is permitted the following provisions will apply:~~

Large Works

- ~~1. All the partners shall jointly meet this criterion.~~
- ~~2. Each partner should have satisfactorily completed in his own name or proportionate share as a member of a Joint Venture, **at least one similar work of minimum value of 10% of the Estimated cost of work during the last 7 (Seven) years** prior to the last stipulated date for submission of the Bid OR should have executed at least one of the Key Activities mentioned under Construction Experience in Key Activities.~~

Normal Works

- ~~1. All the partners shall jointly meet this criterion.~~
- ~~2. Each partner should have satisfactorily completed in his own name or proportionate share as a member of a Joint Venture, at least one similar work of minimum value of 10% of the Estimated cost of work during the last 7 (Seven) years prior to the last stipulated date for submission of the Bid OR should have executed at least one of the Key Activities mentioned under Construction Experience in Key Activities.~~

~~VII. The value of Key Activity shall be calculated excluding the element of GST on works Contract Service.~~

3. SERVICING OF LOAN / CREDIT LIMIT

- (i) The bidder should furnish a declaration that he has not failed to service the principal amount or interest or both of a loan amount / credit limit from any Bank or Financial Institution during a period of one year prior to the dead line for submission of bids i.e. the last stipulated date for submission of bids.

Notes:

- a) In case a bidder has defaulted in servicing his loan/credit limit during a period of one year prior to the last stipulated date for submission of bids, he shall be disqualified.
- b) The declaration may be included in the Declaration to be submitted in Proforma 1 to this Annexure.
- c) In case JV is permitted the following provisions will apply: **Not Applicable**

4. PROFITABILITY –

The Bidder should be a profit (net) making firm and should have made profit during any two of the past 3 Financial Years immediately preceding the last stipulated date for submission of bids. If the audited standalone Balance Sheets, Statement of Profit and Loss and Notes to accounts for the immediately preceding year is not available in case of a work for which the last stipulated date for submission of the bids is before 30th September or in case, Government of India extends the date of conducting of AGM / Filing of Balance Sheet beyond 30th September, audited standalone Balance Sheets, Statement of Profit and Loss and Note to accounts with UDIN of the three Financial Years immediately preceding the previous Financial Year shall be considered for evaluating the Profitability Criterion. The Profit Before Tax (PBT) shall be considered while evaluating the Profitability Criterion. These provisions are also applicable in cases where JV is permitted. The Bidder should furnish figures of Profit Before Tax (PBT) of last 3 years in a tabular form and submit attested copies of audited standalone Balance Sheets,

Statement of Profit and Loss and Notes to accounts for the last three Financial Years. Specific reference with page no. of document which proves satisfaction of this Qualifying Criterion should be indicated in the tabular statement.

The Profitability shall be considered as per the audited standalone Statement of Profit & Loss of bidder. Share of bidder in Profit (PBT) of Joint Arrangement entities which is not included in audited standalone Statement of Profit & Loss of bidder will not be considered.

Notes:

- In case JV is permitted, the following provisions will apply: **Not applicable**

5. NET WORTH –

The Bidder should have positive Net Worth of at least 15% of the estimated cost i.e.

Rs 3,15,39,685.00 (Rupees Three Crores Fifteen Lakh Thirty-Nine Thousand Six Hundred Eighty-Five only).

Notes:

- a) Net Worth shall be computed from the bidder's audited balance sheet of the financial year immediately preceding the last stipulated date for submission of the bids. If the Audited Balance Sheet for financial year immediately preceding the last stipulated date for submission of the bids is not available in case of a work for which the last stipulated date for submission of the bids is before 30th September or in case, Government of India extends the date of conducting of AGM / Filing of Balance Sheet beyond 30th September, audited Balance Sheet of the Financial Year immediately preceding the previous Financial Year shall be adopted for computing the Net worth of the Bidder. These provisions are also applicable in cases where JV is permitted.

Share of bidder in Net Worth of Joint Arrangement entities which is not included in audited standalone Statement of Profit & Loss of bidder will not be considered.

- b) In case JV is permitted, the following provisions will apply: **Not applicable**

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

- a) Sub-Contractor's Experiences and Resources

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

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

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

7. DISQUALIFICATION ON CERTAIN GROUNDS

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

- a) Concealed any information/document which may result in the Bidder's disqualification or if any statement/information/document furnished by the Bidder or issued by a Bank/Agency/Third party and submitted by the Bidder, is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party. In such a case, besides Bidder's liability to action under Clause 9.4 of Instructions to Tenderers, the Bidder is liable to face the penalty of banning of business dealings with him by RITES.
- b) Records of any contract awarded to them, having been determined during the past three years prior to the dead line for submission of bids i.e. last stipulated date for submission of bids.
- c) Been declared as Poor Performer by RITES and their name is currently in the 'Negative List' of RITES.
- d) Their business banned or suspended by any Central/State Government Department/ Public Undertaking or Enterprise of Central/State Government and such ban is in force.
- e) Not submitted all the supporting documents or not furnished the relevant details as per the prescribed format.

A declaration to the above effect in the form of affidavit on stamp paper of Rs. 10/- duly attested by Notary/Magistrate should be submitted as per format given in Proforma 1 enclosed.

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 (including our affiliates or subsidiaries or constituents) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
- ii) We are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
- iii) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as indicated, in the Tender Document.
- iv) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti- competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
- v) We have visited the site of work and seen the working conditions, approach road/path, availability of water, electricity, construction labour, construction materials and other relevant requirements connected with the work.
- vi) We have neither concealed any information/document which may result in our disqualification nor made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- vii) During the past three years prior to the deadline for submission of bids, no contract awarded to us has been determined.
- viii) No Central/State Government Department/Public Sector Undertaking or Enterprise of Central/State Government has banned/suspended business dealings with us as on date.
- ix) We have submitted all the supporting documents and furnished the relevant details as per prescribed format and we agree to submit, without delay additional information/documents which may be demanded by RITES Ltd.
- x) List of Similar Works satisfying Qualification Criterion indicated in Annexure VIII does not include any work which has been carried out by us through a Subcontractor on a back to back basis.
- xi) The information and documents submitted with the Tender and those to be submitted subsequently by way of clarifications are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- xii) We have not failed to service the principal amount or interest or both of a loan account/credit limit from any Bank or Financial Institution during a period of one year prior to the deadline for submission of bids.

- xiii) *The original instruments of EMD and Cost of Tender Document, in physical form shall be deposited by us with RITES Ltd. within a week from the date of opening of Technical Bid failing which RITES Ltd. may reject the bid and also take action to debar us from participating in Tenders invited by RITES Ltd. for a period of two years.

OR

~~*We are exempted from payment of cost of Tender Document and EMD and the certified copies of original documents in support of such exemption shall be deposited by us with RITES Ltd. within a week from the date of opening of Technical Bids and original documents produced on demand, failing which RITES Ltd. may reject the bid and also take action to debar us from participating in Tenders invited by RITES Ltd. for a period of two years.~~

~~(* Delete whichever is not applicable)~~

- xiv) I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries and solemnly certify that I/we fulfill all requirements in this regard and are eligible to be considered. I / We Certify that:

(a) This bidder is not from such a country or, if from such a country, has been registered with the Competent Authority i.e. DPIIT (Where applicable, evidence of valid registration by the Competent Authority i.e. DPIIT shall be attached.)

(b) I/We shall not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority i.e. DPIIT. (Where applicable, evidence of valid registration by Competent Authority i.e. DPIIT shall be attached)

(c) *"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority."

OR

*I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement." {*Evidence of valid registration by the Competent Authority i.e. DPIIT shall be attached*}

* Delete whichever is no applicable

- xv) I have read the "Make in India Policy" and certify that I meet the eligibility criteria of Class-I Local Supplier and certify that percentage of Local content will be more than.....(*Fill in the percentage of Local content*) as specified in the tender document. **We are enclosing a certificate as per requirement of sub clause 6 (verification of local content) of clause 12.15 (Preference to Make in India)**

- xvi) I/we am/ are a startup firm registered by, Department of Industries Policy and Promotion (DIPP) and my registration number is, valid upto..... (Copy enclosed). We confirm that we are not holding more than 2 contracts under relaxed credentials at this point of time.

- xvii) We hereby undertake that observance and compliance related to Government/Regulatory/Statutory guidelines on Environmental, social and ethical aspects are ensured by us.
- xviii) We understand that in case any information/document which may result in our disqualification is concealed by us or any statement/information/document furnished by us or to be furnished by us in connection with this offer, or issued by Bank/Agency/Third Party is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party, business dealings with us may be banned.

SEAL, SIGNATURE & NAME OF THE BIDDER
Signing this document

Note: ~~In case of JV, each partner/member of JV should submit Proforma 1 duly signed, dated & with seal separately.~~

ANNEXURE II

**DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS
OF THE JOINT VENTURE -NOT APPLICABLE**

(On each firm's Letter Head)

From

.....
.....

To

RITES Ltd.

.....

Dear Sir,

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

We wish to confirm that our company/firm (*delete as appropriate*) has formed a Joint Venture with
..... (*insert names of all other members of the group*)
for purposes associated with your Tender No.....

(Members who are not the Lead Member of the Joint Venture should add the following paragraph) *

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

(Member who is the Lead Member of the Joint Venture should add the following paragraph) **

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

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

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

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

| S No | Item | Responsibility of | | |
|------|--|--|---|---|
| | | JV Member-1 (Lead Member) *Mention name of JV lead member | JV Member 2 *Mention name of JV member | JV Member 3 *Mention name of JV member |
| 1. | Planning | | | |
| 2. | Design | | | |
| 3. | Construction Equipment 1. 2. | | | |
| 4. | Key Personnell. 2. 3. 4. | | | |
| 5. | Work Execution 1. 2. 3. | | | |
| 6. | % Participation * *(This shall be as per sub clause 2.4(b)(I)(vi)) | | | |

Note to bidders:

The above table has been given to give an idea to bidders. However, bidders may modify the details depending upon type of work and sharing of responsibilities as per JV agreement. **The Bidder shall mention Percentage participation at Sl. No. 6 in the above table as per sub clause 2.4 (b) (I) (vi).**

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

In case our Bid is successful, the Joint Venture Agreement incorporating the above provisions will be executed within 15 days of receipt of Letter of Acceptance from you and shall be registered at the place where the Agreement will be signed, so as to be legally valid and binding on all Members of the Joint Venture.

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

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

We affirm that the Integrity Pact with the Employer in the format at Annexure VI/2& VI/3 (if applicable) **shall be signed by the Lead Member duly witnessed, on behalf of the Joint Venture.** All Members including the Lead Member shall comply with the provisions in the Integrity Pact and any violation of the Integrity Pact by any Member shall be construed as violation by the Joint Venture.

Yours faithfully,

Signature

(Name of Signatory).....

(Capacity of Signatory).....

Seal

Witness 1

Witness 2

Name

Name

Address

Address

Occupation

Occupation

Note:

1. To be executed by each Member of the Joint Venture individually.
2. In case of any inconsistency between MoU submitted by JV members, the MoU submitted by lead member of JV shall be considered correct.

Notes:

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

ANNEXURE IV: Not Applicable

FORMAT FOR POWER OF ATTORNEY TO LEAD MEMBER OF JOINT VENTURE

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

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

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

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

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

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

Dated this theday of 20

.....

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

.....

(* *Strike out whichever is not applicable*)

Seal of firm / Company

Witness 1

Witness 2

Name:

Name:

Address:

Address:

Occupation:

Occupation:

Notes:

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

ANNEXURE V

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)-122001 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 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..... (Rupeesonly)

NOW THIS AGREEMENT WITNESSETH as follows: -

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

The Letter of Acceptance dated

Priced Schedule (Bill) of Quantities

Notice Inviting Tender and Instructions to Tenderers.

Additional conditions of contract

Special Conditions of contract

Schedules A to F Technical Specifications Drawings

Amendments to Tender Documents (List enclosed)

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

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

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

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

SIGNED, SEALED AND DELIVERED BY

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

ANNEXUREVI/1: Applicable

To

All Bidders for the Subject Tender,

Subject: NIT No: 16/OT/25-26/RITES/PU-BSP/SECL/Retractable OHE/Gevra/SILO no. 5&6 and 3&4 Dated 17.03.2026 for the work of "Engineering, Design, Drawing, Supply, Erection, Testing and Commissioning of 25 kV, 50 Hz Single Phase Retractable Rigid Catenary System (RRCS) connecting with existing conventional regulated OHE at either end of Silo No -5 & 6 (Double Track in each SILO) having single chute on each track with centralized programmable logic control system (PLC with interlocking system-Supervisory PLC) to control the operation of geared motor assembly, Motorized Isolators, existing signal etc. and regulated OHE at either end of Silo No -3 & 4 (Single Track in each SILO) having single chute on each track with centralized programmable logic control system (PLC with interlocking system-Supervisory PLC) to control the operation of geared motor assembly, Motorized Isolators, existing signal etc. at Gevra, Gevra Area of SECL including defect liability period of 02 years and subsequent annual comprehensive maintenance for 3 years"

Dear Sir,

It is hereby declared that RITES LTD., acting for and on behalf of and as an Agent/Power of Attorney Holder of **South Eastern Coalfields Limited (SECL)** (The Principal/Employer) is committed to follow the principles of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the RITES Ltd.

Yours faithfully

(Sanjeev Rajauria)

General Manager (C)/PU Head

RITES Ltd/Bilaspur

for and on behalf of and as an Agent / Power of Attorney Holder of SECL



Note- The RITES authority competent to sign the contract agreement, will sign this Annexure before uploading the tender

INTEGRITY PACT

To,
General Manager (C)
PU Head/ RITES Ltd/PU-Bilaspur

Name of work : “Engineering, Design, Drawing, Supply, Erection, Testing and Commissioning of 25 kV, 50 Hz Single Phase Retractable Rigid Catenary System (RRCS) connecting with existing conventional regulated OHE at either end of Silo No -5 & 6 (Double Track in each SILO) having single chute on each track with centralized programmable logic control system (PLC with interlocking system-Supervisory PLC) to control the operation of geared motor assembly, Motorized Isolators, existing signal etc. and regulated OHE at either end of Silo No -3 & 4 (Single Track in each SILO) having single chute on each track with centralized programmable logic control system (PLC with interlocking system-Supervisory PLC) to control the operation of geared motor assembly, Motorized Isolators, existing signal etc. at Gevra, Gevra Area of SECL including defect liability period of 02 years and subsequent annual comprehensive maintenance for 3 years”

Dear Sir,

I/We acknowledge that RITES Ltd. is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document. I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that SUBMISSION OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by RITES Ltd. and/or Client(Strike out whichever is not applicable).I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Section 9 of the enclosed Integrity Agreement at Annexure-VI/3.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, RITES Ltd. and/or Client (Strike out whichever is not applicable), shall have unqualified, absolute and unfettered right to disqualify the tenderer / bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)
(Official Seal)

Place:.....

Date:

Witness 1:

(Name &Address).....
.....

Witness2

(Name & Address).....
.....

Date:

*Note-1 The bidder will download this document and affix his signatures and upload such signed document, as explained in the tender document under para 11.2. In case of **Failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.***

*Note-2 In case of a Joint Venture, Authorized signatory of each Member/Partner will submit this document duly signed and witnessed along with the Bid/Tender. All Authorized signatories of the members/partners of JV, can either sign on one document jointly or can sign on separate documents. In case of **Failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.***

INTEGRITY PACT

Between

RITES LTD. Acting for and on behalf of and as an Agent/Power of Attorney Holder of **South Eastern Coalfields Limited (SECL)**

(Name of Principal/Employer)

(Hereinafter called the "Principal/Employer" and which expression shall unless repugnant to the meaning or context hereof including its successors and permitted assigns)

AND.....

(Name of the Bidder)

(Hereinafter referred to as "The Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

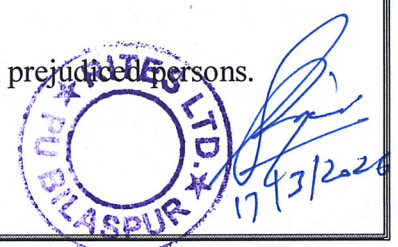
Preamble

The Principal/Employer intends to award, under laid down organizational procedures, contract/s for "Engineering, Design, Drawing, Supply, Erection, Testing and Commissioning of 25 kV, 50 Hz Single Phase Retractable Rigid Catenary System (RRCS) connecting with existing conventional regulated OHE at either end of Silo No -5 & 6 (Double Track in each SILO) having single chute on each track with centralized programmable logic control system (PLC with interlocking system-Supervisory PLC) to control the operation of geared motor assembly, Motorized Isolators, existing signal etc. and regulated OHE at either end of Silo No - 3 & 4 (Single Track in each SILO) having single chute on each track with centralized programmable logic control system (PLC with interlocking system-Supervisory PLC) to control the operation of geared motor assembly, Motorized Isolators, existing signal etc. at Gevra, Gevra Area of SECL including defect liability period of 02 years and subsequent annual comprehensive maintenance for 3 years". The Principal/Employer values full compliance with all relevant laws and regulations, and economic use of resources, and of fairness and transparency in his relations with the Bidder/s and/or contractor/s. In order to achieve these goals, the Principal/Employer will appoint Independent External Monitor (s) (IEMs) who will monitor the Tender process and execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal/Employer

(1) The Principal/ Employer commits himself to take all measures necessary to prevent corruption and to observe the following principles:-

1. No employee of the Principal/Employer, personally or through family members, will in connection with the tender or for the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
2. The Principal/ Employer will, during the tender process, treat all Bidders with equity and reason. The Principal/Employer will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal/Employer will exclude from the process all known prejudiced persons.



- (2) If the Principal/Employer obtains information on the conduct of any of his employees which is a criminal offence under the IPC (Indian Penal Code)/PC (Prevention of Corruption) Act, or if there be a substantive suspicion in this regard, the Principal/Employer will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder/Contractor

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

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

If the Bidder/Contractor, before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal/Employer is entitled to disqualify the Bidder/Contractor from the tender process or terminate/ determine the Contract, if already executed, as per clause 3 of clauses of contract or take action as per the procedure mentioned in the "Guidelines on Banning of Business Dealings" placed at Annexure VIA".

Section 4 – Compensation for Damages

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



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

Section - 5 Previous transgression

- (1) Bidder/Contractor to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- (2) If the Bidder/Contractor makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business Dealings".

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

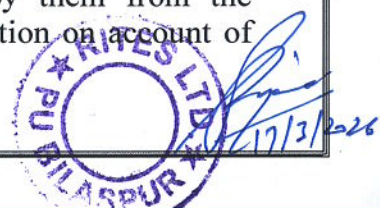
- (1) The Bidder/Contractor undertakes to demand from all partners/sub-contractors (if permitted under the conditions/clauses of the contract) a commitment to act in conformity with this Integrity Pact and to submit it to the Principal/Employer before signing the contract.
- (2) The Bidder/Contractor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

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

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

Section -8 Independent External Monitor/Monitors

- (1) The Principal/Employer shall appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement on receipt of any complaint by them from the bidder(s). The IEMs shall examine all the representations/grievances/complaints received by them from the bidders or their authorized representative related to any discrimination on account of



lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications etc.

For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined as far as possible by the full panel of IEMs jointly or by the sole IEM as the case may be, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.

- (2) The Monitor is not subject to instructions by the representatives of the parties and will perform his functions neutrally and independently. He will report to the CMD/RITES Ltd.
- (3) The Bidder/Contractor accepts that the Monitor has the right of access without restriction to all Project documentation of the Principal/Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Partners/Sub-Contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Partners/Sub-Contractor with confidentiality.
- (4) The Principal/Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal/Employer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices or has reason to believe that violation of the agreement by the Principal/Employer or the Bidder/Contractor, has taken place, he will request the Party concerned to discontinue or take corrective action, or to take any other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner or refrain from action or tolerate action. The role of the Monitor will be advisory and his advice will be non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.
- (6) The Monitor will submit a written report to the CMD/RITES Ltd. at the earliest from the date of reference or intimation to him by the Principal/Employer and should the occasion arise, submit proposal for correcting problematic situations.
- (7) The word Monitor would include both singular and plural.

Section – 9 Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor when his Security Deposit and Performance Guarantee are released and for all other Tenderers six months after the Contract has been awarded.

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



Section 10 Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction shall be as stated in the Contract Agreement.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor is a Joint Venture, this agreement must be signed by legally authorized signatory of each Member/Partner of JV. The Memorandum of Understanding /Joint Venture Agreement will incorporate a provision to the effect that all Members of the Joint Venture will comply with the provisions in the Integrity Pact. Any violation of Section 2 above by any of the Partners/Members will be construed as a violation by the Joint Venture leading to possible Termination of Contract in terms of Section 3
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) A person signing the IP shall not approach courts while representing the matters to IEMs and he/she will await their decision in the matter.
- (6) In case of sub-contracting, the principal contractor shall be solely responsible for adherence to the provisions of Integrity Pact (IP) by the sub-contractor(s).
- (7) In the event of any dispute between Principal/ Employer and the contractor, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

In case, the dispute remains unresolved even after mediation by the panel of IEMs, the Principal/ Employer and contractor may take further action as per the terms & conditions of the contract.

- (8) The Bidder/Contractor undertakes (as part of Fall Clause, if applicable as per contract) that they have not and will not sell the same material/equipment at prices lower than the bid price.

RITES Ltd. Agent / Power of Attorney Holder

.....
.....
.....
.....

(For & on behalf of the Principal/Employer)
(Official Seal)

(For the bidder/Contractor)
(Official Seal)

Place: Bilaspur
Date: 17.03.2026

Witness 1:
(Name & Address).....
.....

Witness 2
(Name & Address).....
.....

Note-

- 1. RITES authority competent to sign the contract agreement, will sign this Annexure before uploading the tender. The bidder will download this pre-signed document and affix his signatures and those of witnesses and upload such signed document, as explained in the tender document under para 11.2. In case of Failure to submit the Integrity Pact duly signed and 'witnessed, along with the Bid, the Bid is likely to be rejected.**
- 2. In case of a Joint Venture, authorized signatory of each member/partner will sign the Integrity Pact and submit the same with the Bid/Tender. All authorized signatories of the members/partners of JV, can either sign on one document jointly or can sign on separate documents. In case of Failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.**



A circular purple stamp from RITES Ltd Bilaspur is stamped over a handwritten signature in blue ink. To the right of the signature, the date '17/3/2016' is written in blue ink.

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

- 1.1 The procedure of (i) Suspension and (ii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 1.2 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.
- 1.3 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**' shall mean the **Executive Director of the Division**.
- iii) '**First Appellate Authority**' shall mean **Director in charge of the Division and**
- iv) "**Second Appellate Authority** "shall mean the **CMD, RITES**.
- v) '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.
- vi) 'Banning Committee' shall mean a Committee constituted for the purpose of these guidelines **by the CMD**. The members of this Committee shall not, at any stage, be connected with the tendering process under reference.

4. Initiation of Banning/Suspension

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

misconduct on their part.

5. Suspension of Business Dealings

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

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

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

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

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director/Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RITES, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.;
- 6.4 If the Agency employs a public servant dismissed/removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.5 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.6 In case any information/document which may result in the tenderer's disqualification is concealed by the Tenderer or any statement/information/document furnished by the Tenderer or issued by a Bank/Agency/third party and submitted by the tenderer, is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party.

- 6.7 If the Agency uses intimidation/threatening or brings undue outside pressure on the Company (RITES) or its official in acceptance/performances of the job under the contract;
- 6.8 If the Agency indulges in repeated and/or deliberate use of delay tactics in complying with contractual
- 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- behavior 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 On receipt of the reply of the Agency, or in case no reply is received within the prescribed time, the Competent Authority shall refer the case along with relevant details to the Banning Committee, which shall examine the reply of the Agency and other facts and circumstances of the case and submit its final recommendation to the Competent Authority for banning or otherwise. In case the action contemplated against the Agency includes forfeiture of EMD also besides Banning of Business Dealings, the Banning Committee will also examine whether Clause 9.4 of Tender and Contract Document is attracted and recommend forfeiture or otherwise of EMD considering all facts and circumstances of the case. A final decision on forfeiture or otherwise of the EMD and for Company-wide banning or otherwise shall be taken by the Competent Authority. The Competent Authority may consider and pass an appropriate speaking order:
 - a) For completely exonerating the Agency; or
 - b) For forfeiture of EMD but for not banning of business dealings with the Agency;
or
 - c) For forfeiture of EMD and banning the business dealing with the Agency.
- 8.4 The decision should be communicated to the Agency concerned along with a reasoned order. If it 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. to the First Appellate Authority.

9.2 In the event the Agency is dissatisfied with the decision of the First Appellate Authority, it shall file a second appeal to the Second Appellate Authority.

9.3 The Appeals shall be preferred within one month from the receipt of the order of the Competent Authority or First Appellate Authority, as the case may be.

9.4 Appellate Authorities would consider the appeal and pass appropriate order which shall be communicated to the Agency as well to 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 BanOrders had been sent.

13. Power of Superintendence

CMD, RITES shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these Guidelines.

MANDATE FORM

To
 RITES Ltd,

Dear Sir,

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

(TO BE FILLED IN CAPITAL LETTERS)

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

I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not effected at all for reasons of incomplete or incorrect information, I / We would not hold RITES Ltd. responsible. Bank charges for such transfer will be borne by us.

Date:

SIGNATURE

(AUTHORISED SIGNATORY)

Name.....

BANK CERTIFICATION

It is certified that the above-mentioned beneficiary holds bank account No..... with our branch and the Bank particulars above are correct.

Date:

SIGNATURE

(AUTHORISED SIGNATORY)

Name

OFFICIAL STAM

ANNEXURE VIII

PRE-QUALIFICATION PROFORMA

| | | | | | |
|---|--|--------|---------------|----------------------|---------|
| Name of work | “Engineering, Design, Drawing, Supply, Erection, Testing and Commissioning of 25 kV, 50 Hz Single Phase Retractable Rigid Catenary System (RRCS) connecting with existing conventional regulated OHE at either end of Silo No -5 & 6 (Double Track in each SILO) having single chute on each track with centralized programmable logic control system (PLC with interlocking system-Supervisory PLC) to control the operation of geared motor assembly, Motorized Isolators, existing signal etc. and regulated OHE at either end of Silo No -3 & 4 (Single Track in each SILO) having single chute on each track with centralized programmable logic control system (PLC with interlocking system-Supervisory PLC) to control the operation of geared motor assembly, Motorized Isolators, existing signal etc. at Gevra, Gevra Area of SECL including defect liability period of 02 years and subsequent annual comprehensive maintenance for 3 years” | | | | |
| Tender No. | 16/OT/25-26/RITES/PU-BSP/SECL/Retractable OHE/Gevra/SILO no. 5&6 and 3&4 Dated 17.03.2026 | | | | |
| Name of the Bidder | | | | | |
| Details of Cost of Tender Document paid by Account Payee Banker’s Cheque/Pay Order/Demand Draft in favour of “RITES Ltd.” | Name & Address of Issuing Bank | Amount | Date of Issue | Instrument placed at | Remarks |
| | | | | | |
| Details of EMD paid by Insurance Surety Bonds or Account Payee Banker’s Cheque/Pay Order/Demand Draft/Bank Guarantee (Indemnity e-Bank Guarantee) in favour of “RITES Ltd.” | | | | | |

Annual Financial Turnover –

| S. No. | Financial Years (The last three Financial Years Refer Annexure-1 on Qualification Criteria) | Turn Over (Rs. In Lacs) | Documents placed at: | Remarks |
|--------|---|-------------------------|----------------------|---------|
| 1 | | | | |

| | | | | |
|---|--|--|--|--|
| 2 | | | | |
| 3 | | | | |
| | Average Annual Turnover during last 3 financial years | | | |

Profitability:

| S. No. | Financial Years (The last three Financial Years Refer Annexure-1) | Profit with (+) sign or Loss with (-) sign (In Rs) | Document placed at: | Remarks |
|--------|---|--|---------------------|---------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

Similar Work Experience

(i) For Completed works:

| S. No. | Name of work | Name of Client and address | Agreement/ Letter of Award No. and date | Actual Date of Start | Actual Date of Completion | Actual Completion Cost(Rs) | Completion Certificates placed at: | Remarks |
|--------|--------------|----------------------------|---|----------------------|---------------------------|----------------------------|---|---------|
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |

Notes: In support of having completed above works, attach self-attested copies of the completion certificate from the owner/client or Executing Agency/Consultant appointed by Owner/Client indicating the name of work, the description of work done by the Bidder, date of start, date of completion (contractual & actual) and contract value as awarded and as executed by the Bidder.

(ii) **For substantially completed works-**

| S. No. | Name of Work | Name & address of client | Agreement/Letter of Award No. & date | Actual Date of start | Actual Cost of work completed (Rs) | Present Contract value (Rs) | % work completed | Status of functionality (whether functional or non-functional) | Whether any proceedings of termination of contract have been initiated. (Yes/No) | Substantial completion certificate placed at | Remarks |
|--------|--------------|--------------------------|--------------------------------------|----------------------|------------------------------------|-----------------------------|------------------|--|--|--|---------|
| 1 | | | | | | | | | | | |
| 2 | | | | | | | | | | | |
| 3 | | | | | | | | | | | |

Notes: Certificate for substantial completion of project/work/asset should contain three parts. Part-I shall contain financial value of work done, PVC amount and present contract value. Part-II shall contain certificate of functional completion of project/work/asset. Part-III shall contain that no proceedings of termination of contract on contractor's default has been initiated.

Construction Experience in Key Activities (Not applicable)

| S. No. | Key Activity / Component | Quantity of Key Activity/ Component Executed | Amount of Key Activity/ Component Executed | Name of work | Name of Client | Actual date of Start of Key Activity | Actual date of Completion of Key Activity | Certificate placed at: | Remarks |
|--------|--------------------------|--|--|--------------|----------------|--------------------------------------|---|------------------------|---------|
| 1 | | | | | | | | | |
| 2 | | | | | | | | | |
| 3 | | | | | | | | | |

Net Worth –

| S. No. | Financial Years | Net Worth (in Rs.) | Documents placed at: | Remarks |
|--------|--|--------------------|----------------------|---------|
| 1 | (Last Financial Year refer Annexure I on Qualification criteria) | | | |

Other Documents to be submitted along with Tender Documents:

| S. No. | Particulars | Documents placed at: | Remarks |
|--------|--|-----------------------|---------|
| 1 | Declaration by the Bidder as per Proforma-1 of Annexure-I including certificates mentioned therein. In case of JV, each partner of JV should submit Proforma 1 duly signed, dated & with seal separately | | |
| 2 | Self-attested copy of Partnership Deed/Memorandum and Articles of Association of the Firm | | |
| 3 | Self-attested copy of Written Power of Attorney of the signatory of the Tender on behalf of the tenderer. “(Annexure-III or (Annexure-III & Annexure IV) as applicable)” | | |
| 4 | Self-attested copy of valid registration with EPFO under EPF and Miscellaneous Provisions Act,1952. | | |
| 5 | Integrity Pact as per Annexure-VI/1, VI/2 and VI/3 as mentioned in clause 11.2 | | |
| 6 | Self-attested copy of Guidelines on Banning of Business Dealings as per Annexure-VI A | | |
| 7 | Self-attested copy of Corrigendum / Minutes of Pre-Bid Meeting, if any. | | |
| 8 | RTGS/NEFT details as per Annexure- VII (Mandate form) | | |
| 9 | Self-attested copy of GST Registration Certificate | | |
| 10 | Self-attested copy of the JV agreement/MoU as per Annexure-II (where JV is allowed) to be executed by each member of JV individually. | Not Applicable | |
| 11 | Power of attorney in favour of Lead member as the Lead Member of JV (where JV is allowed) as per | Not Applicable | |

| S. No. | Particulars | Documents placed at: | Remarks |
|--------|---|-----------------------|---------|
| | Annexure-IV to be executed by all the members of JV individually. | | |
| 12 | Self-attested copy of certificates as per requirement of Sub –clause 6 (verification of Local content) of clause 12.15 (Preference to Make in India) | | |
| 13 | Self-attested documents as per clause 12.16 (Restrictions on procurement from a bidder of a country which shares a land border with India), if applicable. | | |
| 14 | Declaration by Each Partner of JV (in case of Large works / Normal works) as per Para 3 (Servicing of Loan/ Credit Limit) of Annexure-I | Not Applicable | |
| 15 | Undertaking/ Declaration by Bidder/ Each Partner of JV in case of Large works/ Lead Member of JV in case of Normal works that “Audited Balance Sheets, Profit and Loss Statements and other financial statements for the immediately preceding year are not available” as per Para 1 (e) (Annual Financial Turnover), Para 4 (Profitability) and Para 5 (Net Worth) of Annexure-I, if applicable. | | |
| 16 | Self-attested copy of any other document if specified in tender document and correction slips to tender document | | |

ANNEXURE IX**List of 60 Districts covered under IAP**

| S. No. | State | District |
|--------|----------------|-----------------|
| 1 | Andhra Pradesh | Adilabad |
| 2 | Andhra Pradesh | Khammam |
| 3 | Bihar | Arwal |
| 4 | Bihar | Aurangabad |
| 5 | Bihar | Gaya |
| 6 | Bihar | Jamui |
| 7 | Bihar | Jehanabad |
| 8 | Bihar | Nawada |
| 9 | Bihar | Rohtas |
| 10 | Chhatisgarh | Bastar |
| 11 | Chhatisgarh | Bijapur |
| 12 | Chhatisgarh | Dantewada |
| 13 | Chhatisgarh | Jashpur |
| 14 | Chhatisgarh | Kanker |
| 15 | Chhatisgarh | Kawardha |
| 16 | Chhatisgarh | Koriya |
| 17 | Chhatisgarh | Narayanpur |
| 18 | Chhatisgarh | Rajnandgaon |
| 19 | Chhatisgarh | Surguja |
| 20 | Jharkhand | Bokaro |
| 21 | Jharkhand | Chatra |
| 22 | Jharkhand | Garhwa |
| 23 | Jharkhand | Gumla |
| 24 | Jharkhand | Hazaribagh |
| 25 | Jharkhand | Kodarma |
| 26 | Jharkhand | Latehar |
| 27 | Jharkhand | Lohardaga |
| 28 | Jharkhand | PachimSinghbhum |
| 29 | Jharkhand | Palamu |
| 30 | Jharkhand | PurbiSinghbhum |

| S. No. | State | District |
|--------|----------------|----------------------|
| 31 | Jharkhand | Ram Garh |
| 32 | Jharkhand | Saraikela |
| 33 | Jharkhand | Simdega |
| 34 | Madhya Pradesh | Anuppur |
| 35 | Madhya Pradesh | Balaghat |
| 36 | Madhya Pradesh | Dindori |
| 37 | Madhya Pradesh | Mandla |
| 38 | Madhya Pradesh | Seoni |
| 39 | Madhya Pradesh | Shahdol |
| 40 | Madhya Pradesh | Sidhi |
| 41 | Madhya Pradesh | Umaria |
| 42 | Maharashtra | Gadchiroli |
| 43 | Maharashtra | Gondiya |
| 44 | Orissa | Balangir |
| 45 | Orissa | Debagarh / Deogarh |
| 46 | Orissa | Gajapati |
| 47 | Orissa | Kalahandi |
| 48 | Orissa | Kandhamal / Phulbani |
| 49 | Orissa | Kendujhar / Keonjhar |
| 50 | Orissa | Koraput |
| 51 | Orissa | Malkangiri |
| 52 | Orissa | Mayurbhanj |
| 53 | Orissa | Nabarangapur |
| 54 | Orissa | Nuapada |
| 55 | Orissa | Rayagada |
| 56 | Orissa | Sambalpur |
| 57 | Orissa | Sonapur |
| 58 | Orissa | Sundargarh |
| 59 | Uttar Pradesh | Sonbhadra |
| 60 | West Bengal | PaschimMedinipur |

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

(On Non-Judicial Stamp Paper of Appropriate Value)

To,
RITES LTD.

.....
.....

1. WHEREAS RITES Ltd. Acting for and on behalf as Agent/Power of Attorney Holder of (hereinafter called ‘The Employer’) (which expression shall unless repugnant to the subject or context include its successors and assigns) has invited bids by way of E-tender Number- dated (hereinafter called ‘the Tender’) for (*description of the tender work*);
2. AND WHEREAS (*name of the bidder*) (hereinafter called ‘the Bidder’) has submitted a bid for the Tender to the Employer.
3. AND WHEREAS a Bank Guarantee for Rs. (Rupees only) (*Amount of EMD*) in favour of RITES Ltd (hereinafter called the “Beneficiary”) valid till (*the date of validity of this Guarantee from the date of the submission of Tender’s offer*) is required to be submitted by the Bidder as EMD along with the Tender.
4. We (*Name of the bank*) having our office at (*Address of the bank*) (hereinafter called ‘the Bank’) hereby give this Bank Guarantee and hereby agree unequivocally and unconditionally to pay to RITES Ltd. immediately on demand and without demur to the extent of the said sum of Rs (Rupees only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents on default of any of the conditions of the Tender as follows:
 - i. if the Bidder after bid opening, but before expiry of bid validity or issue of Letter of Acceptance, whichever is earlier,
 1. withdraws his tender; or
 2. makes any modification in the terms and conditions of the tender which are not acceptable to the Employer
 3. impairs or derogates from the tender in any respect within the period of validity of the tender
 4. If the bidder does not accept the correction of his price during evaluation
 - ii. in case any information/document which may result in the Bidder’s disqualification is concealed by the Bidder or any statement/information/document furnished by the Bidder or issued by a Bank/Agency/Third Party and submitted by the Bidder, is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party.
 - iii. in the case of a successful Bidder, if the Bidder fails to furnish the Performance Guarantee within the period specified under Clause 1 of “Clauses of Contract”.

5. We undertake to pay to the Beneficiary up to the above amount upon receipt of its first written demand, without the Beneficiary having to substantiate its demand, provided that in its demand the Beneficiary will note that the amount claimed by it is due to its owing to the occurrence of one or more of the conditions mentioned above, specifying the occurred condition or conditions.

6. NOTWITHSTANDING ANYTHING CONTAINED HEREIN:
 - I. Our liability under this Bank Guarantee shall not exceed Rs. (Rupeesonly)
 - II. This Bank Guarantee shall be valid up to
 - III. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before.....failing which our liability under the guarantee will automatically cease.

Seal:

Date:

(Authorised Signatory of the Bank)

NOTE:

1. There should be adequate gap, preferably 06 months, in the Expiry / Validity date and Claim Period. In case, a bank is not agreeing for claim period, the validity of Bank Guarantee should be for the period as per the provisions of Tender Document plus claim period of minimum three (03) months.
2. In case of any cutting or overwriting on the Bank Guarantee, it should be properly authenticated under the signature and seal of the officer(s) who has / have signed the Bank Guarantee.

ANNEXURE XI**STATE / UNION TERRITORY IN WHICH GST REGISTRATION OF RITES**

| S. No | State | Regular GST Reg. No. (Final) |
|--------------|-----------------|---|
| 1 | Jammu & Kashmir | 01AAACR0830Q1ZK |
| 2 | Punjab | 03AAACR0830Q1ZG |
| 3 | Haryana | 06AAACR0830Q1ZA |
| 4 | Delhi | 07AAACR0830Q1Z8 |
| 5 | Rajasthan | 08AAACR0830Q1Z6 |
| 6 | Uttar Pradesh | 09AAACR0830Q1Z4 |
| 7 | Bihar | 10AAACR0830Q1ZL |
| 8 | Tripura | 16AAACR0830Q1Z9 |
| 9 | Meghalaya | 17AAACR0830Q1Z7 |
| 10 | Assam | 18AAACR0830Q1Z5 |
| 11 | West Bengal | 19AAACR0830Q1Z3 |
| 12 | Jharkhand | 20AAACR0830Q1ZK |
| 13 | Orissa | 21AAACR0830Q2ZH |
| 14 | Chattisgarh | 22AAACR0830Q1ZG |
| 15 | Madhya Pradesh | 23AAACR0830Q1ZE |
| 16 | Gujarat | 24AAACR0830Q1ZC |
| 17 | Maharashtra | 27AAACR0830Q1Z6 |

STATE / UNION TERRITORY IN WHICH GST REGISTRATION OF RITES

| | | |
|-----------|---------------------------|------------------------|
| 18 | Karnataka | 29AAACR0830Q1Z2 |
| 19 | Goa | 30AAACR0830Q1ZJ |
| 20 | Kerala | 32AAACR0830Q1ZF |
| 21 | Tamilnadu | 33AAACR0830Q1ZD |
| 22 | Andaman & Nicobar Islands | 35AAACR0830Q1Z9 |
| 23 | Telangana | 36AAACR0830Q2Z6 |
| 24 | Andhra Pradesh | 37AAACR0830Q1Z5 |

SECTION 2

**ADDITIONAL CONDITIONS
OF CONTRACT**

SECTION 2

ADDITIONAL CONDITIONS OF CONTRACT

Note:-

Any conditions required to be included in the tender document, in addition to the conditions mentioned in the Clauses of Contract and Special Conditions of Contract shall be included here as Additional Conditions of Contract.

1. Works shall be executed as per (with correction slips and amendments issued up to date of tender opening):
 - RDSO/ CORE specifications with latest amendments.
 - Other relevant Indian Standard Codes (and international codes wherever relevant).
 - RDSO/ CORE drawings and specifications for various OHE and PSI materials to be supplied under this contract.
 - CPWD specifications for DSR items.
2. Above documents are deemed to have been included in the tender document. Bidders are deemed to have gone through the above documents and are aware of all the provisions of the above cited documents before quoting for the work. However, a few provisions of the Indian Railways Unified Standard Specifications are given in these special conditions for ready reference
3. **Supply of RRCS/ROCS:** RRCS/ROCS complete to be supplied as per the technical specification enclosed in the tender document.
4. The material is inspected and certified by appropriate inspecting agency before dispatch from manufacturer's premises.
5. Work shall be executed under the supervision of officials of RITES as well as officials of SECL who are the end users of the proposed facilities. Contractor shall execute the work and deliver the product to the satisfaction of these officials.
6. Wherever the items descriptions or specifications or conditions etc state "Railway Boundary", the same should be taken as 100m on either side of centre line of proposed railway line.
7. All the running account bills including final bill, after recording by RITES' engineers,
8. As SECL is the Principal Employer, Form -5 will be issued by them
9. The GSTN no of SECL will be used for raising of Invoices.
10. All efforts shall be made to release the payment within the period mentioned in clause 7.0 of GCC. RITES will not be responsible for any delay in releasing payment of running bill beyond the stipulated time as mentioned in clause 7.0 of GCC. The contractor will not be entitled to any claim on SECL/RITES for delay in payment due to non- availability of fund. No interest will be paid on any delay on the payment of RA bills /Final bill.
11. The Contractor has to work along with other agencies in and around the area allotted for his works. He should execute all his works in complete co-ordination and co- operation with all

such agencies and provide access to other agencies so that at no time either his work or the work of other agencies is stopped or delayed. In case of any dispute in this regard, the decision of Engineer-in-charge or his representative will be final and binding on the Contractor. No claim for idle labor, plant and machinery under any circumstances will be entertained by the SECL /RITES.

12. It is to be clearly understood that all design & drawings shall be based on thorough study. General design & dimensions shall be such that the contractor is satisfied about the suitability of the design/dimension/Style of the equipment/assembly for the purpose.
13. Purchaser's/Railway's approval will be based on these considerations. Notwithstanding approval of design/drawing/testing of equipment's and acceptance of overall performance of the system, the contractor shall in no way absolve his responsibility under the term contract for the design, drawing & equipment's supplied and erected by him or his subcontractor and also for the overall performance subject to general terms of Guarantee.
14. The contractor shall provide a detailed schedule of work (BAR CHART) along with material and labour deployment on monthly basis and revise or update the same every month. **The contractor should have valid Indian Electrical License (More than 25 KV) or the above work.**
15. The contractor shall procure all the materials well in advance so that there is sufficient time for testing of the materials and clearance of the same before using in the works. Testing of the materials i.e. Insulators/Conductors and any other materials covered in the BOQ shall be carried out in Govt Engineering College, National Test House, RITES Laboratory or any other NABL approved laboratories or as directed by Engineer In charge and as per the frequency mentioned in relevant IS specifications. Cost of testing of materials shall be borne by the contractor & submitted in advance before the test.
No Store will be provided by RITES/SECL for storing of all the material. It is the responsibility of the bidder to store the material on his own cost.
16. The contractor shall, after completion of work, clear the site of all debris and left over materials, at his own expense to the entire satisfaction of Engineer In-charge.
17. At the time of submission of RA/Final bill, a certificate shall be submitted by the contractor regarding up-to-date clearance of payment to his/their sub-contractors, vendors, suppliers, labour contractor etc. if any.
18. Contractor shall submit the entry challan of incoming materials like cement, steel structural, reinforcement & All Electrical material etc. for verification of Stores and record.
19. Contractor should maintain the daily material consumption register. Engineer - in - charge or his representative may check the registers and the challan at any time.
20. **NIGHT WORK:** - The contractor would be required to carry out the work even at night, without conferring any right on the contractor for claiming for extra payment for introducing night working. The decision of the Engineer-in- charge in this regard will be

final and binding on the contractor. Contractor shall make his own arrangement for sufficient illumination at site. Nothing extra will be paid for doing works at night.

- 21. FIRST AID:** -The contractor shall maintain in a readily accessible place first aid appliance including an adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be readily available during working hours.
- 22.** The Contractor shall within 15 days of issue of award letter, establish an office at a convenient place, closest to the site, for progressing designs and drawings and field work expeditiously, in consultation and with the approval of the purchaser. He shall intimate the purchaser, the address thereof in that all correspondence shall be sent. Any communication sent to the contractor by post at his said address shall be deemed to have reached the contractor duly and in time. Important documents shall be sent by Registered Post.
- 23. LOSS INTRANSIT-** If loss or damage occurs to the stores or any part thereof during transit, he will be fully responsible for that.
- 24.** Contractor's store houses, yards etc. for stocking materials issued by RITES shall be located in the site premises only at locations approved by Engineer-in-charge.
- 25.** If there is any conflict between description given in schedule of quantity and conditions mentioned in the special conditions, the schedule of quantity shall prevail.
- 26.** After handing over of the existing section to the contractor, the same section will be maintained and guarded by the contractor, till all the works are completed in all respect and handed over back to the Engineer-in-charge.
- 27.** The contractor will be responsible for the safe custody of all the materials issued to him till completion of the works and handing over the line. The contractor will also be responsible to account for the all the materials issued to him and surplus if any, has to be returned by him at his cost at the depot from which these were issued.
- 28.** It should be clearly understood that it is entirely the contractor's responsibility and liability to find, procure and use the required tools and plants and accessories at his own cost for efficient and methodical execution of the work. RITES shall have the right to check the sufficiency or quality of the Contractor's tools from time to time and the Contractor shall carry out all reasonable instructions of RITES in this respect.
- 29.** In the event of any accident at the work spot, or while transporting the materials, if it is established by the enquiry by RITES representative/Clients' representatives or Railway/local Civil authority that the accident occurred wholly or partly due to any act tantamount to negligence on part of the contractor, he shall render himself liable for all damages and also legal proceedings.
- 30.** All Electrical materials required for the works and to be supplied free of cost by the Employer as per Contract Conditions will be issued at any of RITES/Clients Store Depot or in stacks from time to time during the period of work. The contractor should transport these

materials for use in the work by his own means of suitable transport, including loading, unloading, sorting, stacking with all lead, lift, crossing Railway tracks etc.

However, no material(s), in the instant case shall be supplied by Principal/RITES.

31. The labour engaged by the contractor for the works should be conversant with the execution and maintenance of OHE works including safety rules with valid license.
32. The contractor will co-operate with the site Engineer in maintaining various registers, charts and records etc. in connection with the works.
33. The following registers will be maintained by the RITES representative at the cost of contractor who should sign the registers so maintained by RITES in token of his acceptance of the entries made therein.
 - a. Register of joint inventory.
 - b. Register of materials issued.
 - c. Register of site order.
 - d. Register of materials laid in track.
 - e. Register of materials received back from contractor.
 - f. Register of miscellaneous items, etc.
 - g. Register of Hindrance.
 - h. Other relevant registers.
34. A separate register should also be maintained by the contractor for the deployment of contract labour at site. The registers should be made available to Employer/RITES personnel, as and when required.
35. Time shall be regarded as the essence of the contract and failure on the part of contractor to complete the work by the date stipulated in the agreement and work order will entitle.
36. The Schedule of items of work to be carried out, provided in the SCHEDULE OF QUANTITIES” gives only brief description of each of the items. Execution of these items will be governed by the **Technical specifications. For detailed specifications reference may be made to “Technical Specifications” in general and in particular to the various Guidelines and Specifications listed.** RITES' representative at site will be fully empowered to provide guidance in the matter of execution of the works and his instructions will be final and binding in this regard.
37. RITES's representative shall have the right at all times to supervise the contractor's work and instruct the contractor and the contractor shall execute the work as per the instructions without any lapse of time. For this purpose, the Contractor shall maintain a Site Order Book. Failure to comply with RITES' representative's instructions shall be deemed to be a fundamental breach of contract on the part of the Contractor entitling RITES to rescind the Contract at the Contractor's risk and cost after serving a notice of 7 days.
38. On-account payments to Contractor shall be made periodically based on the quantity and item of work executed at the rates accepted under this contract, and upon a certificate by

the RITES' representative that work has been done to proper specification and to the satisfaction of its representative.

39. The Contractor will make all arrangements for getting passes/authorities for his men including making necessary application with photos for each labourer deployed for this work and will bear all costs, if any. Housing accommodation and watering arrangements for contractor's labour will have to be arranged by the contractor.
40. No payment will be made unless copy of the current & valid S.T.C.C. or exemption certificate is submitted prior to or along with the bills.

41. STORES TO BE SUPPLIED BY THE CONTRACTOR -

The quoted rates should also be inclusive of Inspection Charges, storing and charges for loading, guarding, transportation, unloading and stacking at site store near/within the premises Gevra Silo area

42. Actual quantity delivered at site will be considered for the purpose of effecting payment.
43. RITES Ltd on behalf of SECL reserves the right to undertake any test, if required, before acceptance of the materials on contractor's cost.
44. Any materials and accessories, found to be damaged at the time of receipt will not be accepted and shall have to be replaced by good ones free of cost after being duly inspected.
45. The contractor shall intimate in advance for readiness of material for inspection.
46. The Agency have to provide 4-wheeler (Like Bolero/Scorpio) for entire period of project, along with the driver for 24 hrs, for which no extra payment will be given to agency

Expenses of purchasers Representative: All the expenses of purchaser's representative shall be borne by the contractor whether the inspected materials is finally utilized in work or not.

47. The decision of the Engineer-in-Charge or his successor shall be final in respect of acceptability or otherwise of any material, fittings, component or equipment required for the work.
48. **SAFETY MEASURE** - The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the Railway Premises, but shall then conform to the rules and regulations of the Railway. If and when, in the course of the work there is likely to be any danger to persons in the employment of the contractor due to running traffic while working in the Railway sidings and premises, the contractor shall apply in writing to the purchaser to provide flagmen or look out men for protection of such persons. The purchaser will, however, decide as to whether it is necessary to post such flagmen for various types of work and also the number of such men required to protect the gang or gangs or contractor's staff working at site. The purchaser shall remain indemnified by the contractor in the event of any accident occurring in the normal course of work, arising out of the failure of contractor or his men to exercise reasonable precaution at all places of work whether or not the purchaser decides to post flagmen at any particular site of work. The purchaser decides to post flagmen at any particular site of work. The flagmen will be appointed by the purchaser and no expense on this account will be charged from the contractor.

49. The contractor shall abide by all Railway regulations in force for the time being and ensure that the same is followed by his representative, agents or sub-contractors or workmen. He shall give due notice to his employees and workers about provision of the para.
50. The works must be carried to most carefully without any infringement of the Indian Railway Act or the General and subsidiary Rules in force on the Railway, in such a way that they do not hinder Railway operation or affect the proper functioning of or damage any Railway equipment, structure of rolling stock except as agreed to by the purchaser, provided that all damage an disfiguration caused by the contractor at his own cost failing which cost of such repairs shall be recovered from the contractor.
51. If safety of track or track drainage etc. is affected, as a consequence of works undertaken by the contractor, the contractor shall take immediate steps to restore normal conditions. In case of delay, the purchaser shall, after giving due notice to the contractor in writing, take necessary steps and recover the costs from the contractor. More over, if any time the works to be carried out directly concern the safety trains, the contractor's staff must comply fully with the Railway regulations given to him by the authorized Railway staff. The contractor's employees and workers may for no reason operate installations concerning trains safety or train movement. They shall notify the authorized representative of the purchaser who will take all necessary steps in this regard.
52. **ACCIDENTS** – The contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnified and keep the purchaser of all times indemnified and protected against all claims made and liabilities incurred under workman's compensation Act, Compensation Act, the Factories Act and the payment of Wages Act and rules made there under from time to time or under any other labor and industrial legislation made from time to time.

The Contractor shall indemnify and keep the purchaser indemnified and armless against all actions, suits, claim, demands, costs, charges or expenses arising in connection with, any death or injury sustained by any person or persons within the purchaser and/or the Railway premises and any loss or damage to the purchaser's the Railway's property sustained, due to the acts or omission of the Contractor, his sub- contractors, his agents or his staff during the execution of this contract irrespective of whether such liability arises under the workmen's Compensation Act, or Fatal Accident Act or any other status in force for the time being. The contractor's liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by bad design, workmanship, material or negligence on the part of the Contractor.

Note: It may be noted that the beneficiary of the insurance policy should be the purchaser or the policies should be pledged in favor of the purchaser. The contractor shall keep the policy/policies current till the installations are handed over to the purchaser. It may also be noted that in the event of contractor's failure to keep the policy current and alive, renewal of the policy will be done by the purchaser, for which the cost of the premium will be recovered from the contractor.

Clearing damaged installations: The Contractor shall arrange for expeditious clearing of the Railway track/s of traction installations, obstructing or fouling the tracks when they are damaged as a result of railway accident or any other cause, until installations are provisionally handed over to the purchaser. If the contractor fails in spite of prompt written instructions served to him by the purchaser to clear the tracks expeditiously and within reasonable time, the purchaser will arrange to clear the tracks of the damaged installations

and recover the expenses incurred from the contractor. If during such clearance operations further damage is caused to the installations, the purchaser is not liable to reimburse the contractor the cost of such further damage in the installations.

53. Inspection charges of the material is included in the estimate and shall be borne by the contractor.

54. Consignee: - RITES Ltd for and on behalf of SECL.

55. RITES Ltd on behalf of SECL reserves the right to undertake any test, if required, before acceptance of the materials on contractor's cost.

56. Terms of payment Of Main Contract: -

For BOQ item in Schedule A and C-

For item No-1: 30% payment will be given after approval of design, drawings, BOM and all other associated works as per explanatory note, by RITES/Railways. Balance 70% payment will be given after successful commissioning.

For item No-2, 3 & 4: 40% payment will be made after supply, 30% after installation and 30% after successful commissioning of system and subsequent operation of 03 months.

For BOQ item No 5 to 9: 100% payment will be given after Successful commissioning of system and subsequent operation of 03 months.

57. Tenderer has to arrange for site visit to see the manufacturing facilities as well as installation in operation anywhere in India and Abroad for a maximum of four officials to be nominated by Engineer-in-charge/RITES or GM Siding of SECL (South Eastern Coal fields Limited)

58. The defect liability period 2 years shall commence from the date of commissioning and BoQ item AMC is applicable after defect liability period.

Payment terms for AMC period:

AMC charges shall be paid Quarterly on submission of tax invoice by the contractor

59. The Agency has to provide Training for thirty days for six personnel to be nominated by Client to familiarization with the system at site with free of cost.

60. Condition of execution of Separate contract Agreement for comprehensive AMC part:

The bidder has to submit PBG as per GCC. After the expiry of the DLP period (2 years), a separate contract agreement shall be executed between RITES on behalf the Client and the contractor for the operation of BOQ (Sch-B & D), i.e., the comprehensive AMC. For this purpose, the contractor shall submit a separate Bank Guarantee (BG) amounting to 10% of the awarded value of (Sch-B & D), (AMC) in favour of the appropriate authority, as advised by RITES. The earlier SD against this work shall be released by RITES as per provision of GCC. Also the earlier PBG shall be released as per GCC and only after submission of the Bank Guarantee (BG) for Sch-B & D and execution of the separate contract agreement for AMC (Sch-B & D) of BOQ. BG against the AMC shall be released after successful completion of comprehensive AMC period of 03 years.

SECTION – 3

SPECIAL CONDITION OF CONTRACT

SECTION – 3
SPECIAL CONDITION OF CONTRACT

Special Conditions relating to existing Clauses of Contract (Section 8), RITES Safety Code (Section- 9), RITES Model Rules for Protection of Health and Sanitary Arrangement for Works (Section-10) and RITES Contractor's Labour Regulation (Section-11)

Applicable in the case of Railway Works only

SPECIAL CONDITION RELATING TO UPLOADING OF PAYMENT OF WAGES AND OTHER PAYMENTS TO CONTRACT LABOUR ON RAILWAY WORKS

- A) Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 19 B of RITES' General Conditions of Contract for Works. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:
- a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer-in-Charge shall approve the contractor's registration on the portal within 7 days of receipt of such request.
 - b) Contractor once approved by the Engineer-in-Charge can create password with login ID (PAN No.) for subsequent use of portal for all LOAs pertaining to Railway works issued in his favour.
 - c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer-in-Charge shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - d) After approval of LoA by Engineer-in-Charge, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
 - e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- B) While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee/Security deposit', contractor shall submit a certificate to the Engineer-in-Charge or his representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till Month, Year"

SECTION 4

PROFORMA OF SCHEDULES

SECTION-4

PROFORMA FOR SCHEDULES

Schedule 'A'

Schedule of quantities (As per Bill of Quantities attached) (BOQ to be attached with Financial Bid)

Schedule 'B'

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

| S. No. | Description of Items | Quantity | Rate in Figures & words at which the material will be charged to the Contractor | Place of Issue |
|--------|----------------------|----------|---|----------------|
| 1 | 2 | 3 | 4 | 5 |

-Not Applicable-

Schedule 'C'

Tools and Plants to be hired to the Contractor (Refer Clause 34 of Clauses of Contract)

| S. No. | Description | Hire Charges per Day | Place of Issue |
|--------|-------------|----------------------|----------------|
| 1 | 2 | 3 | 4 |

-Not Applicable-

Schedule 'D'

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

-Not Applicable-

Schedule 'E'

Schedule of components of Cement, Steel, Other materials, POL, Labour etc. for Price Escalation.

(Refer Clause 10 CC of Clauses of Contract)

(To be worked out and filled by Tender document Approving Authority. The components and their percentages may be modified depending on the nature of work)

Clause 10 CC (**NOTAPPLICABLE**)

| | | |
|--|---------|---------|
| Component of Cement (Xc) expressed as percent of total value of work | } | % |
| Component of steel (XS) expressed as percent of total value of work | } | % |
| Component of other materials (XM) (except cement & steel) expressed as per cent of total value of work | } | % |
| Component of labour (Y) expressed as percent of total value of work | } | % |
| Component of P.O.L (Z) expressed as percent of total value of work | } | % |
| | Total } | 100 % |

Schedule 'F'

Reference to General Conditions of Contract

Name of Work: "Engineering, Design, Drawing, Supply, Erection, Testing and Commissioning of 25 kV, 50 Hz Single Phase Retractable Rigid Catenary System (RRCS) connecting with existing conventional regulated OHE at either end of Silo No -5 & 6 (Double Track in each SILO) having single chute on each track with centralized programmable logic control system (PLC with interlocking system-Supervisory PLC) to control the operation of geared motor assembly, Motorized Isolators, existing signal etc. and regulated OHE at either end of Silo No -3 & 4 (Single Track in each SILO) having single chute on each track with centralized programmable logic control system (PLC with interlocking system-Supervisory PLC) to control the operation of geared motor assembly, Motorized Isolators, existing signal etc. at Gevra, Gevra Area of SECL including defect liability period of 02 years and subsequent annual comprehensive maintenance for 3 years"

| | |
|-------------------------------------|----------------------------|
| Estimated cost of work: | Rs. 21,02,64,565.00 |
| Earnest money: | Rs. 42,05,000/- |
| Performance Guarantee (Ref.Clause1) | 5% of Tendered Value |
| Security Deposit: (Refer clause 1A) | 5% of Tendered Value |

Notice Inviting Tender and Instruction to Tenderers

Officer inviting tender: **General Manager(C), PU Head, Bilaspur**

CONDITIONS OF CONTRACT

Definitions
2(iv) Principal/ Employer **South Eastern Coalfields Limited (SECL)**

2(v) Engineer-in-Charge

General Manager(C), PU Head, Bilaspur
(Authority Competent to execute Contract Agreement as per Item 7.1 of SOP)

2 (vii) Accepting Authority

General Manager(C), PU Head, Bilaspur
(Authority Competent to accept Tenders as per Item 3.1/3.2/3.3 of SOP as applicable)

2 (ix) Percentage on Cost of materials and Labour to cover all overheads and profits

*15%
Note for the Tender document preparing and approving authority-* to be modified as per work and applicable schedules/ analysis of rates as published by various Govt. Departments i.e CPWD, MORTH, IRUSSOR etc.

2 (x) **Standard Schedule of Rates**

Standard schedule of Rates as indicated below will be applicable to the Tender including latest amendments and corrections till the date of receipt of tender

| S. No | Item | Schedule Applicable |
|-------|-------------------|---|
| 1 | For Railway works | Electric Works 1) Scheduled Items a) CPWD-DSR (E&M) -2022 b) CPWD DSR-2019-Wet Riser and Sprinkler System c) CPWD DSR-2019 for BEE 5 star rated, ceiling fan with Brush Less Direct Current (BLDC) Motor - d) CPWD DSR-2019 for Solar Photovoltaic Power Plant - 2019 e) CPWD DSR-2019 (E&M) for Facade Lighting -2019 f) CPWD DSR-2019 for VRF/VRV Air- Conditioning System. including latest amendments and corrections till the date of receipt of tender 2) Market Rates for Non DSR Items. |

2(xiii) Date of commencement of work:

15 days from the date of issue of LOA or the first day of handing over of site whichever is later.

9 (a) (ii) General Conditions of Contract:

RITES General Conditions of Contract for Works **February-2023** Edition as modified & Corrected up to Correction Slip No.1 to 3

CLAUSES OF CONTRACT

Clause 1

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

Maximum allowable extension beyond the period provided in(i)above (subject to maximum of 07 days) **07 Days**

Clause 2

Authority for fixing compensation under Clause 2 **General Manager(C), PU Head, Bilaspur**
(Authority Competent to accept tender as per SoP)

Clause 2 A:

Whether Clause 2A shall be applicable **Yes/ No**

Clause 5:

5.1 (a) Time allowed for execution of work **08 (Eight) months** from the date of start

Date of start: **15 Days** from the date of issue of Letter of Acceptance or the first date of handing over of Full/Part site whichever is later *(Incase only part site is to be handed over initially, indicate the time schedule for handingover of the site)*

5.1 (b) TABLE OF MILESTONE(S): Not Applicable

| S. No. | Description of Milestone (Physical*/Financial*) | Time allowed (from date of start) | Amount to be withheld in case of non-achievement of milestone |
|--------|---|-----------------------------------|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |

*(*Strike out whichever is not applicable)*

Clause 5 A

NOTAPPLICABLE

Shifting of stipulated date of completion:

(Authority Competent to extend date of completion of works awarded /shifting of stipulated date of completion as per S. No. 8.1 of SOP)

Competent Authority

Whether Clause 6 or 6A applicable:

6A is applicable

Clause 7

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

Rs 20 Lakh

Clause 10 A

- i) Whether Material Testing Laboratory is to be provided at site.
- ii) If “YES” list of equipment to be provided

~~Yes~~ / No

NA

Clause 10 B

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

Yes / ~~No~~

Clause 10 CC

Whether Clause 10CC applicable

~~Yes~~ / No

Clause 11

Specifications to be followed for execution of work

- i) Indian Standard Specifications issued by Bureau of Indian Standard.
- ii) RDSO specifications.
- iii) Tender Technical Specification under Section-5.

Clause 12

- i) For Non-foundation items

Plus 25%

| | | | |
|--------------|---------------------------------------|-------|----------|
| Clause 12.2, | Deviation Limit beyond which | Minus | No limit |
| 12.3 & 12.5 | Clauses 12.2, 12.3 & 12.5 shall apply | Plus | 100% |
| | | Minus | No limit |

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

Clause 12.5

Definition of Foundation item if other than that described in Clause 12.5 **Applicable**
(If not applicable write accordingly)

Clause 16

Competent Authority for deciding reduced rates **General Manager(C), PU Head, Bilaspur**
(Authority Competent to accept tender)

Clause 17

Maintenance Period **24 months from the date of Commissioning**

Clause 18

List of machinery, tools & plants to be deployed by the Contractor at site (Commensurate with approved work schedule)

1. Triffer & Pull Lift
2. Ladder
3. Jumper with clamp.
4. Discharge Rod.
5. Electric Drill
6. Welding machine.
7. Concrete mixer & vibrator of required capacity.
8. Shuttering & scaffolding.
9. Meggar
10. All other equipment's for measuring and testing duly calibrated.
11. All other machines and equipment's for erection of OHE.
12. Cable tracer
13. Ladder
14. Jack Push Machine.
15. Electric Drill
16. Welding machine.
17. Concrete mixer & vibrator of required capacity.
18. Shuttering & scaffolding.
19. All other equipment's for measuring and testing duly calibrated.
20. All other machines and equipment's for erection of cable.

Clause 25

25 (i) Appellate Authority **Regional Head, ECRPO, RITES Ltd, Bhubaneswar**
 (The Authority immediately above Engineer-in-Charge to whom the Engineer-in-Charge report)

Appointing Authority **Vertical Head/RI, RITES Ltd, Gurugram**
 (The Authority competent to appoint Arbitrator as per Item 9 of SOP)

Whether Clause 31 or 32 is applicable ~~31~~*/ 32* is applicable
 (Strike out whichever is not applicable)

Clause 36 (i) & (iii)**Minimum Qualifications & Experience required and Discipline to which should belong**

| Designation | Minimum Qualification | Min. Working Experience | Discipline to which should belong | Number |
|---|---------------------------------------|--|-----------------------------------|--------|
| Project Manager | Graduate Engineer | 20 (and having experience of one similar nature of work) | Electrical/EEE | 1 |
| Deputy Project Manager | Graduate Engineer | 12 (and having experience of one similar nature of work) | Electrical/EEE | 1 |
| Project/Site Engineer | Graduate Engineer or Diploma Engineer | 5 or 10 respectively | Electrical/EEE | 1+1 |
| Project Planning /quality/ billing Engineer | Graduate Engineer or Diploma Engineer | 2 or 5 respectively | Electrical/EEE | 1+1 |

Clause 36 (iv)

Recovery for non –deployment of Principal Technical Representative/Deputy Technical Representative / Project/ Site / Planning / Billing Engineer:

| Designation | Rate of Recovery per month (in Rs.) for non-deployment |
|--|--|
| Project Manager | Rs. 60,000/- per month |
| Deputy Project Manager | Rs. 40,000/- per month per person |
| Project/ Site Engineer | Rs. 25,000/- per month per person |
| Project Planning/quality/ billing Engineer | Rs. 15,000/- per month per person |

Clause 42

i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates printed by CPWD

DSR2021 –(For DSR Items) Wherever work is carried out as per specification other than CPWD specifications the cement/bitumen content will be calculated as per the nomenclature of the item/ as per the specifications applicable/ job mix formula approved

ii) Variation permissible on theoretical quantities

a) Cement

- For works with estimated cost put to tender not more than Rs.5 Lakhs

3% plus /minus

- For works with estimated cost put to tender more than Rs.5 Lakhs

2% plus / minus

b) Bitumen for all works

2.5% plus only & nil on minus side

c) Steel Reinforcement and Structural Steel Sections for each diameter, section and Category

2% plus/minus

d) All other materials

Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

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

Clause 46

Clause 46.10

Details of temporary accommodation including number of rooms and their sizes

Not Mandatory

(If not applicable indicate accordingly)

as well as furniture to be made available
by the Contractor

Whether Clause 46.11.1A applicable ~~Yes~~ / No

Whether Clause 46.13A applicable ~~Yes~~/ No

Clause 46.17

City of Jurisdiction of Court:

Bilaspur, Chhattisgarh

Clause 47.2.1

Sum for which Third Party Insurance to
be obtained:

Rs 10 Lakh per occurrence with the number of
occurrences limited to four.

Clause 55

Whether clause 55 shall be applicable. ~~Yes~~/ No

If yes, time allowed for completion of Sample Floor/Unit **NA** months from date of start of
work

SECTION 5

TECHNICAL SPECIFICATION

SECTION 5

TECHNICAL SPECIFICATIONS

1. General:

The work will be carried out as per specifications indicated in the Nomenclature of the item or elsewhere in the tender documents. The items covered by the following General specifications shall be carried out as per these specifications. The standard specification shall be arranged by the contractor and will not be supplied by RITES along with the Tender Document

2. STANDARD SPECIFICATIONS ISSUED BY CPWD

a) Civil Engineering Works

CPWD Specifications 2019, Volume-I and II with correction slips upto last date of submission of tender including extension, if any

The specifications along with amendments are available as a printed document issued by CPWD and also in soft copy PDF Format in CPWD website.

b) Electrical Engineering Works

CPWD General Specifications for Electrical Works Part I Internal 2013

Part II External 2013

Part III Lifts & Escalators 2003

Part IV Substations 2013

Part V Wet Riser and Sprinkler Systems 2020

Part VI Fire Detection and Alarm System- 2018

Part VII D.G. Sets- 2013

Part VIII Gas based Fire Extinguisher System-2013 Heating, Ventilation & Air Conditioning Works 2017

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

3. Standard Specifications For Railway Works

a) Specifications for execution of all civil engineering works related to Building work, Road works and Horticulture works etc. (except Formation works, Bridge works and P. Way works-

_____CPWD Specifications as indicated in para 2 above

b) Bridge Works, Formation and P. Way works- NOT APPLICABLE

Indian Railway Unified Standard Specification-2021 (IRUSS-2021)

The IRUSS specifications are available on the Railway Board's website.
https://indianrailways.gov.in/railwayboard/uploads/directorate/civil_engg

4. Standard Specifications Issued by Ministry Of Road Transport And Highways (MORTH Specifications)

For Highways/ Hill Road/Major Road, Airport Pavements, Flyover, Bridge, Grade separator etc-NOT APPLICABLE

Specifications for Road and Bridge works (Fifth Revision) April 2013 have been published by Indian Road Congress as a priced document. These Specifications cover exhaustively various Road and Bridge works.

5. SPECIAL SPECIFICATIONS (NOT COVERED BY ANY STANDARD SPECIFICATIONS)

Technical Documentation: Retractable RDSO Technical instruction No. TI/IN/0041 or latest.

The work in-principle should be carried out as per RDSO Technical instruction No. TI/IN/0041 or latest.

Retractable Rigid Catenary System (RRCS)/ Rigid Overhead Catenary System (ROCS) under Silo-SECL Gevra PROJECT:-

1. Objective –

- a. To provide a solution for facilitating overhead loading under silo in electrified territory in the scenario of phasing out of diesel loco.
- b. Compliance of National Green tribunal (NGT) guidelines for minimizing pollution during loading.
- c. To minimize the rake loading time and thereby improving wagon turn round time.
- d. To ensure safety of personnel involved in loading.
- e. To optimize utilization of manpower, human intervention of the crew as well number of operating personnel as the system is fully automated.
- f. To minimize damage to OHE during loading in SILO system.

2. Components of Retractable Rigid Catenary System (RRCS)/ Rigid Overhead Catenary System (ROCS):-

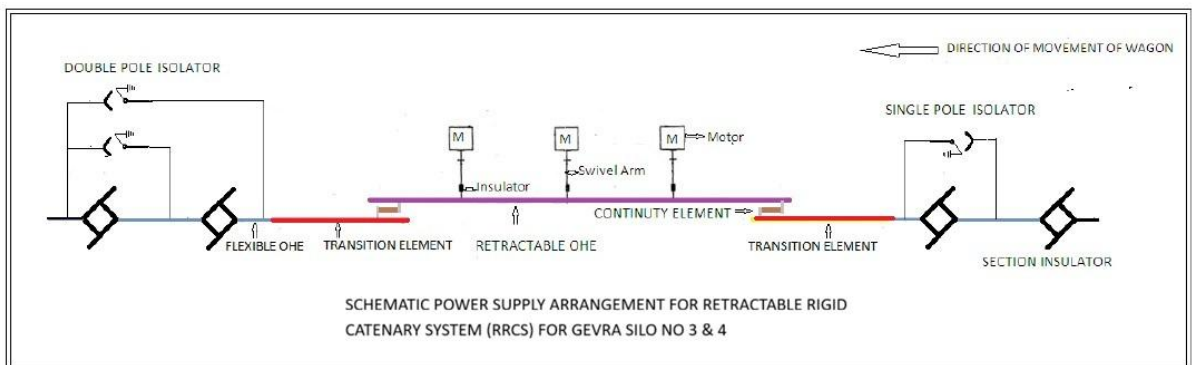
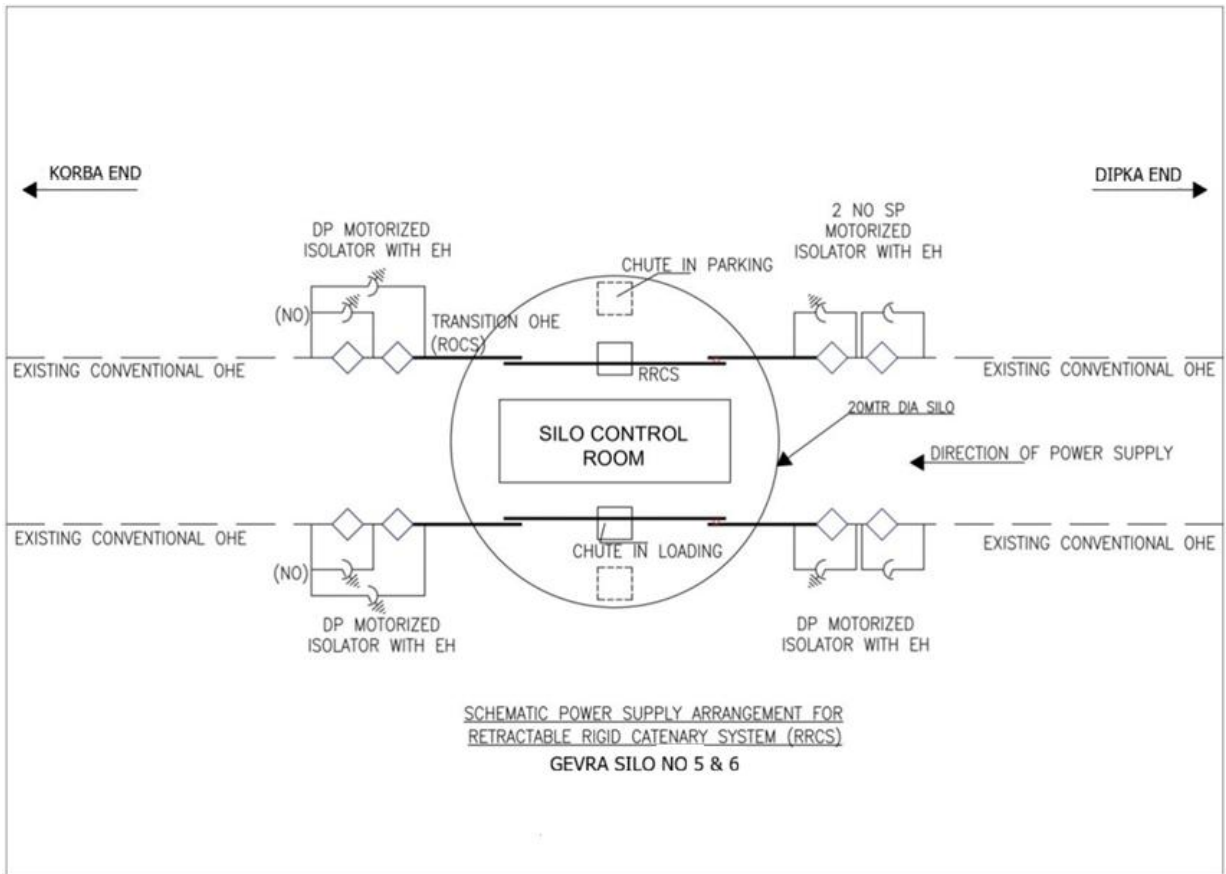
- a. Section Insulators for isolation of power supply.
- b. Double pole and single pole motorized isolators with earthing heel and suitable interlock with Retractable Rigid Conductor System (RRCS)'s operating system for the continuity of power as well as normally open Single Pole motorized Isolators.
- c. For movement of the pantograph from tensioned flexible (Conventional)OHE, as available on outside periphery of existing silo of siding to connect Retractable Rigid Catenary System (RRCS) through a 'Transition element'. This transition element (Rigid Overhead Catenary System – ROCS) will be of rigid type connecting flexible/tensioned OHE at one end and RRCS on the other end through male-female contact.

- d. Un-Insulated Overlap between ‘Transition element (Rigid Overhead Catenary System – ROCS) and Retractable Rigid Catenary System (RRCS) (covering the loading area) shall be provided.
- e. Retractable Rigid Catenary System (RRCS) will have the following components:
- (i) Conductor rail (Extruded Aluminium alloy section of suitable length) should be designed for suitable electrical and mechanical capacity complying to the existing OHE system and suitable for holding contact wire (107 Sq. mm) as per RDSO specification (TI/IN/0041).
 - (ii) Copper Contact wire (107 sq. mm) as per latest RDSO specification- ETI/OHE/76(06/97 with A and C slip No. 1,3,4,5,6,7,8,9 and 10 or latest).
 - (iii) Geared Motor swiveling Arm (Jib Arm) for holding Aluminium alloy conductor Rail for Retractable Rigid Catenary System (RRCS) with insulator of not less than 1050 mm CD composite type for ESDD less than 0.3mg/Sq.Cm for supporting conductor rail assembly. For higher ESDD, 1600 mm CD of composite type insulator to be used with approval of the Railway /PCEE. Geared motor shall be of 415 V, 50 Hz with suitable electro-mechanical operating capacity. RRCS movement in either direction shall not take more than 1 minute.
 - (iv) Geared Motor unit(s) to facilitate rotation of the Retractable Rigid Catenary System (RRCS) swiveling arm (Jib Arm) assembly. The swiveling arms comprising of fixed attachment chair in the structure with geared motor at one end while the other end is having insulator and clamp holding the alloy Aluminium Rail section. This electric geared motor is mounted on the fixation chair having a pinion and swiveling ring so that it can rotate smoothly resulting to least maintenance. The motor should be suitable to work in potentially dusty atmosphere and tropicalized environment, unlike depots working under clean environment. A common frequency converter on the jib arms is to be provided. The swiveling arm shall be of steel tube of as light as possible and painted with epoxy antirust prime layer covered with a second coat of lacquer.
 - (v) The rotation movement is made by a geared motor, equipped with a friction torque limiter for controlled and jerk less movement.
 - (vi) Geared motor is equipped with a friction Torque Limiter to protect any mechanical overload and can un-clutch the motor at any time. There is a sensor for “traction” and “retracted” position to sense rotation of the geared motor swivel arm assembly detecting the rotation angle of the related arm. Both under in rail (“traction”) and out rail (“retracted”) condition.

- (vii) Rotation of the swiveling Arm assembly in either way should be more than 85° from centerline of track to maintain safe electrical working clearance as well as less accumulation of dust.
 - (viii) Rigid overhead Catenary-ROCS (transition element-non-tension element) is also a rigid jib arm with insulator but without geared motor assembly here is connecting the RRCS at one end flexible OHE on the other end.
- f. Centralized programmable logic control system (PLC with interlocking system-Supervisory PLC) to control the operation of geared motor assembly, Motorized Isolator, existing Railway signaling system at pre loading side and audio-visual existing signal at outside periphery, and existing RLS Panel, chute etc. It should have the provision for controlling the system both in auto and manual mode for synchronized operation in sequences.
 - g. Earthing and bonding: All metallic structures, OHE structures, Isolator with earthing heel, Earth continuity from the isolator to the Rail & Earth pit to be ensured as per Earthing & Bonding code besides the earthing of existing electrical component of existing. Track under the loading area shall be connected to the earth pit. An Aerial Protection cable (APC) will interconnect all Geared Motor Jib Arm together in order to ensure equipotentiality on any point of Retractable Rigid Catenary System (RRCS). APC will be connected on each end to the SILO main earthing points.
 - h. Design requirements: System shall have following design features:
 - (i) Standard height of OHE shall be 5.6 m from rail top level.
 - (ii) Wind pressure 105 kgf/sqm.
 - (iii) Electrical clearance from the live RRCS system and pantograph to the earthed structure shall be as large as possible (minimum value is specified in the IRSOD & ACTM-2000 mm from the horn of pantograph to be ensured) depending upon the site condition and as would be decided by EIG.
 - i. Portal, Structure, TTC etc. as structural supporting arrangement.
 - j. Civil foundation work related to this work if needed.
 - k. Enameled Caution board, retro reflect electric engine stops board, enameled and retro reflect number plates and its mounting arrangements at various locations to be provided. Electric engine stop board shall be suitably placed for all variation of electric loco sin operation ensuring the placement of first wagon right below the chute in such a fashion so that the entire wagon is fully loaded during loading.
 - l. Other related works– Electrification as required for operation of RRCS, and it's PLCs. Siding owner would provide DB for 415 V, 50Hz at operator

control room with duplicate source of supply to PLCs of RRCS, Centralized PLC for power supply. Bidder has to connect further from the existing DB.

- m. Modification work including existing OHE (if any) would be carried out by siding owner facilitating the seamless operation of the system
- n. Considering the availability of space and it's constraint of existing silo control room, Bidder has design the common centralized PLC catering for loading by both the track simultaneously/alternatively. Bidder has provide power and heat load requirement to siding owner for consideration of additional uninterrupted power supply and utility requirement of existing silo panel room



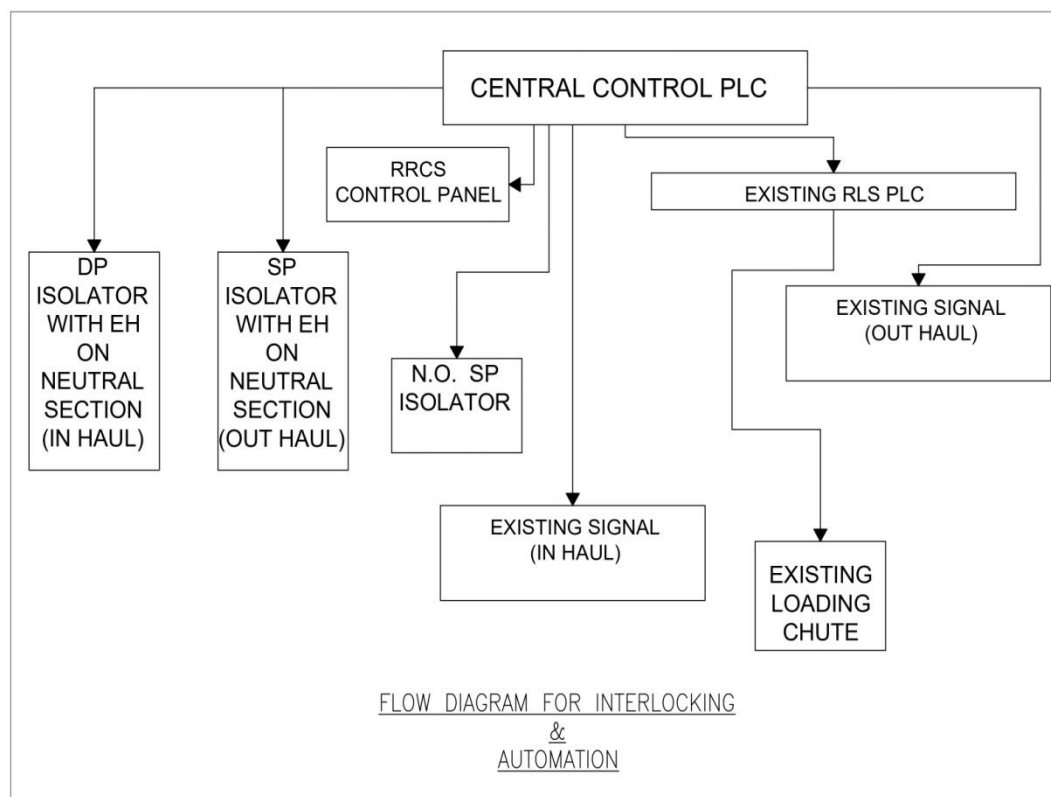
3. Safety Aspects: -

- a. For the safety of working personnel in loading area, audio signal shall provided before energization of the loading area.
- b. Geared motor swivelling arm operation is locked after moving the RRCS both in parking and loading.
- c. Loco will always operate with the rare pantograph in raised condition during movement.
- d. Loco with raised pantograph in the overlap zone is not allowed during operation of isolator with earthing heel as per RDSO Guide line.
- e. Commencement of loading shall be synchronized with the traversing mechanism of the chute. After completion of rake loading, the traversing chute will be retracted back automatically to parking position under the command of Centralized PLC
- f. Isolator must be opened before rotating (retraction and traction mode) of Retractable Rigid Catenary System (RRCS). This operation shall be carried out automatically as per sequence of operation under control of Centralized PLC. Provision should also be considered in Centralized PLC to operate RRCS in sequence manually in case of emergency.
- g. Siding owner will ensure suitable arrangement to prevent the falling of loading/foreign material on the RRCS from the existing RLS and any other existing system.
- h. The normal position of the rotating type Retractable Rigid Catenary System (RRCS) should always be kept away from the centre line of the track (i.e. parking position). ON position (Loading position) is desired only for passage of electric loco.
- i. Protection of geared motor shall be suitable for tropicalised protection against dusty environment with minimum of IP 65 standard.
- j. PLC panel shall be of IP 54 Standard.
- k. All cables shall be of FRLS-ZH type.
- l. Protective screen must be provided at suitable height of existing silo floor as safety arrangement to prevent falling of any component over the live OHE as a safety measure.
- m. No maintenance work over the RRCS in ON position is permissible as a safety measure.
- n. Siding owner shall provide hand railing on the roof of existing control room for safety of maintenance personnel engaged for maintenance of RRCS
- o. Auto insulation checking

4. Interlocking and Automation:

Following interlocks are proposed

1. The existing Telescopic cum traverse chute and the proposed Retractable Rigid Catenary System (RRCS) having geared motor swiveling arm assembly shall have interlock arrangement through centralized PLC (Supervisory PLC) in such a fashion that when RRCS is in operation the Chute can't change its position and vice versa. The same operational philosophy (sequence) will be followed if it is operated manually in case of emergency.
2. Interlocking between DP and SP isolator with earthing heel, and normally open SP isolator as well as additional signals on either side of each loading lines are also to be automatically controlled through Centralized Control Panel (Supervisor PLC) as well as provision for manual control, in case of emergency.



5. Philosophy of operation:

Following design aspects shall be considered in designing Centralized PLC.

- a. Signaling system will communicate the arrival of empty rake to proposed Centralized PLC.
- b. On receipt of Signal and after ensuring the healthiness for loading (Chute and RRCS both are in parking position, existing RLS and its chute is ready for

loading the rake etc.) RRCS will be commanded to move on track position (Loading Position) to facilitate movement of electric loco.

- c. Relevant Isolators are in closed position
- d. In haul existing dual aspect signal will turn amber with activation Audio addressing system for admission of the empty rake with electric loco.
- e. Indication for detecting that engine has reached the out-haul section (Post loading line) away from overlapping zone of Retractable Rigid Catenary System (RRCS) and Rigid Overhead Catenary System (ROCS) so that the Retractable Rigid Catenary System (RRCS) can be withdrawn after opening out of concerned isolator.
- f. Loco will be stopped at concerned electric engine stop board before the out haul existing dual aspect signal glowing red
- g. Isolators is opened out to facilitate the retraction of RRCS
- h. Chute will move from parking to loading position and will go down up to the top brim of the wagon to make ready for loading
- i. Existing Signaling system (Dual aspect) at out haul will turn amber with activation of Audio command the loco to move ahead with creep speed. Tenderer has to design the proposed PLC for connecting the existing Signaling system.

6. The above system is broadly consisting following items and activities: -

1. Retractable Rigid Conductor System (RRCS) comprising of Aluminum Alloy conductor rail of suitable electrical and mechanical capacity equivalent to existing siding OHE.
2. Rigid Overhead Conductor System (ROCS) comprising of Aluminum Alloy conductor rail connecting RRCS through male-female contact at one end and the flexible OHE at the other end
3. Length of each conductor rail shall be tailor made and shall not be more than 12 Mtr.
4. Conductor rail RRCS/ROCS under silo shall not have any joint.
5. The motor capacity of geared motor arrangement shall be designed in such a way so that total power requirement of the system will be as low as possible with least OPEX consideration duly taking care of factor of safety
6. ROCS and RRCS shall both be non-tension type.
7. Section insulators of conventional type
8. Motorized double pole/Single pole isolators with earthing heels
9. Motorized single pole isolators

10. Copper contact wire as per RDSO specification connecting the terminal existing OHE and RRCS.
11. Motor gear unit of RRCS to facilitate rotation of RRCS jib arm with insulator. The jib arm shall be capable of rotating in horizontal plane for 85 Degree and above with respect to centre line of track ensuring more safe working electrical clearance.
12. Necessary automatic/mechanical cleaning arrangement as decided by user department to avoid the dust accumulation on Jib arm, Aluminum conductor section, contact wire and insulator of jib arm and ensuring trouble free power supply.
13. Control system (supervisory centralized programmable logic control) shall control operation of geared motor of RRCS, motorized Isolators, existing Audio- Visual signals and other controls viz. synchronized working of existing RWLS (Rapid Wagon Loading System), signaling , movement of existing telescopic cum traversing chute etc.
14. Sliding Clamps
15. Design of Centralized PLC should have the provision for connecting the stop Signals on both end of RRCS.
16. Entire system catering not less than 25 Mtr. on either side from centre line of Silo with necessary structural supports with mounting arrangement of motorized isolators as necessary - Battery limit of work.
17. Portal, TTC, insert plates on existing Silo RCC Columns/Structure etc. as structural supporting arrangement as required
18. Civil foundation work of related items within the battery limit
19. Caution Board, electric engine stop board, number plate and its mountings
20. Power supply arrangement from existing Silo operator room to above panels
21. Protective screen and utility arrangement as necessary arrangement for dust protection on RRCS.
22. Commissioning spares
23. Training for thirty days for maximum of six personnel to be nominated by Client.
24. Submission of list of drawings and basic drawings with dimensional details and design calculation (soft copy)
25. Submission of as built drawing (soft copy), O&M Manual (soft copy), QAP (soft copy)
26. Submission of billing break up
27. Customs duty, port clearance and inland transportation of imported component including transportation of indigenous component to site

28. Erection, testing and commissioning of integrated system including trial run excepting arrangement of hiring of tower wagon with fuel and crew, power block as required, Electric loco and test wagon which will be free issue as may be required during commissioning of system
29. Necessary submission of document, drawings for obtaining EIG Sanction
30. Inspection charges (if any including Third Party) shall be borne by Contractor.
31. RITES/SECL shall provide drawings related to existing silo and its column design with existing OHE layout plan, signaling system, existing RWLS IOs of panel and sectioning diagram.

NOTE:-

The bidder is required to quote the Comprehensive Annual Maintenance price for a period of three years following the completion of the Defects Liability Period (DLP). While quoting the CAMC price, the bidder must not take into account the **client's operational** spares listed under BOQ Item No. 9. The maintenance shall be comprehensive in nature, and no additional payment shall be admissible for the cost of any item that is repaired or replaced during the maintenance period. Additional spares, as specified under the BOQ (Bill of Quantities) item no 09, shall be supplied and kept as the client's inventory. Any item drawn from this client's spare inventory for maintenance purposes (for attending breakdown or normal maintenance requirements) must be recouped within the time frame as decided by the competent authority of client i.e. SECL or authorized representative.

- Tenderer has to arrange for site visit to see the manufacturing facilities as well as installation in operation anywhere in India/Abroad at the cost of Tenderer for a maximum of four officials to be nominated by Engineer-in-charge/RITES or GM Siding of SECL (South Eastern Coalfields Limited). No separate payment is payable to the contractor for the said site visit.
7. Supervisory centralized programmable logic control (PLC) system shall be designed in such a way so that entire operation related to wagon loading along with RRCS will be controlled in sequence with interlocking facility automatically as per logic of operation. The PLC should have also the provision for controlling the sequential operations manually from push button station in case of emergency. There shall be the provision for connecting the signaling system and interconnection with Audio signal before energisation of loading area. The sequence of operation shall be as follows in brief:
- Both RRCS and Chute will remain in parking position normally before loading
 - Empty rake with electric loco shall stop at entry point of loading area with rear pantograph in raised condition up to existing dual aspect stop signal, located before the entry side of silo, glowing red.
 - Supervisor PLC will check the healthiness of loading system (i.e RRCS and chute are in parking position, silo is fed with fresh weighed stock for loading; isolators are in open conditions etc.).

- Supervisor PLC will command the RRCS to move from parking to loading followed by closing of motorized isolators in sequence duly ensuring that the telescopic cum traversing chute is in parking position and locked. This will facilitate movement of electric loco on its own power.
- Retractable Rigid Catenary System (RRCS) of suitable length equipped with geared motor arrangement (will be installed in between two terminals of ROCS- Rigid overhead catenary system) connecting OHE through male-female contact provided at either end of Silo. RRCS has been designed suitable for rotation 85 Degree and above to ensure the safe electrical and working clearance (as much as possible) with proper auto-dust cleaning/utility arrangement for every loading sequence. The system has to be designed considering all probable type of electric loco (WAG-5, WAG-7, WAG-9, WAG-12) and it's combination (Single Loco, Double Loco and Multiple Loco) to ensure the placement of first wagon right below of the chute in operation for loading
- Loco will pass below the silo with creep speed (i.e 0.8-1.2 Kmph) and will be stopped at the exit side of silo under concerned electric engine stop board ensuring the placement of first wagon below the chute. Stop board shall be so placed that it caters for different variants of electric loco and it's combination
- After passing of electric loco under the RRCS, the motorised isolator will be de- energised first to facilitate the sway back movement of RRCS in the same plane in offset condition ensuring free movement of Telescopic cum traversing chute
- Telescopic chute will traverse forward from parking to loading position for commencing loading of rake after lowering of the chute. The existing chute should be equipped with level sensor ensuring less spillage during loading operation. The loading will continue till the entire rake is loaded fully.
- Immediately, after completion of loading, Telescopic chute will retract and traverse back in parking position fully.
- RRCS & Telescopic chute will continue to be in the parking position till the next rake is approaching the loading point. The sequence of above-mentioned operation will be repeated during next loading
- Anything required for completeness of the system, safe operation and less maintenance is required whether mentioned or not to be incorporated in the overall system proposed

8. MAIN CHARACTERISTICS OF RRCS (Retractable Rigid Catenary System): -

1. Retractable Rigid Catenary System (RRCS) is made of several articulated fabricate steel tube jib arms.
 - (i) The jib arms equipped with Geared Motor which is mounted from a fixed attachment chair with the structure. Jib arm is connecting the Aluminium Alloy

conductor rail holding copper contact wire through composite insulator and clamp.

- (ii) The rotation of Jib Arm is made by a geared motor, equipped with a friction torque limiter. This electric geared motor is assembled having the fixation chair, pinion, swiveling ring (slew ring integrates bearings protected by a lip seal) etc.
- (iii) The motor to be adopted shall be of fire proof (coal hazards) IP-65, dusty atmospheres and tropicalized. To avoid oscillation movements, the retractable catenary (RRCS) has a variable speed rotation movement. A frequency converter to be provided on the jibs arm.
Each section of the retractable catenary is equipped with two detectors, one to validate the TRACTION position, the other validating the RETRACTED position. This information is grouped together in a terminal of the main cabinet so it can be processed by the system managing the safety of interlocking.
- (iv) Tenderer to furnish the functions of individual component, characteristics, technical data etc. for appreciation and evaluation. The time required for retraction or traction shall be less than one minute preferably. It is to be ensured that the system permits loading of each wagon less than one-minute time depending on the creep speed under control of crew of loco.
- (v) All safety measures including bonding and earthing shall be strictly followed in pursuance of ACTM and also APC (Arial Protection cable) to be provided.
- (vi) Entire system shall be as light as possible to minimize the power consumption/load on the columns etc. resulting to lesser operational expenditure (OPEX) of siding.
- (vii) Aluminium conductor rail shall have facility to hold 107 Sq. mm copper contact wire to RDSO Specification

9 CENTRALISED PROGRAMMABLE LOGIC CONTROL SYSTEM (PLC) SUPERVISORY PLC (COMPONENT OF PLC)

Technical Details

There will be a single controller for the above-mentioned System and will have

- Compact Logix Platform
- 1 MB Memory
- There will be a PLC cum IO panel for the above-mentioned system.

Networking Requirement

A common Factory Talk View SCADA Runtime License with Unlimited Tag Support.

The Factory Talk View SCADA supports the following key features:

- Unlimited Tag Support
- Role Based Authentication for both the Server and the Web Client
- Device Level Alarms
- Built-in Alarms and Events Server
- Inbuilt SOE Default Data Logging Options
- Integration with Reporting Software
- Notifications and Alerts through SMS and e-mail
- A Seamless IP Network throughout the Plant
- Independent SCADA should be installed for

Networking & Security

Network & Security is pivotal to a Robust and Efficient SCADA Infrastructure.

The

design considers the following key elements for the same

– A Seamless IP Network throughout the Plant

– Connection with SAP & data transfer based on existing Reports & API IP Everywhere Architecture With Ethernet based IP Everywhere Architecture, all network

capabilities such as motion, time synchronization, control systems, process instrumentation, and safety are available on a common network infrastructure.

The

architecture has the following benefits:

– Ease of secured access to all devices to carry out:

o Remote monitoring

o Remote Troubleshooting & Maintenance

o Remote Programming

o Remote Calibration of the connected instruments

– Centralised Configuration

– Option for Seamless Integration with Enterprise IT systems such as ERP, email, SCM etc

– Better & Accurate Response with Load Cell Controllers, MFMs, Weighing Modules etc that will be connected on the same seamless Ethernet/IP/Modbus TCP/IP Network.

Additional Points

- Bidder to indicate the motor power of each motor involved under RRCS, PLC and as a whole the total power requirement under each system. The total power requirement of complete system shall be considered as performance guarantee parameter and evaluation.
- Bidder shall have electrical license for high voltage (25 KV and above) system.
- Contact wire, isolator, section insulator and insulators as required for flexible OHE together with post insulators for motorized isolators shall be as per RDSO specification and procured through RDSO approved vendors.

- All necessary components and its specification, assembly drawings, power supply system, GA drawings, layout plan etc. to be furnished by successful tenderer
- Other than general requirement as mentioned above, following details are required to be furnished by the Bidder in the offer:-
 1. Standby power supply for control system (if necessary) to be arranged by Contractor ensuring uninterrupted supply at operator room for operation of system.
 2. Pollution degree for component
 3. Fire retardant class of cables shall be of FRLS-ZH
 4. Schedule of type test for component and assembly
 5. Electrical and mechanical clearance of the system
 6. Protective system for safety of operation and personnel
 7. Dust protection system
 8. Contact wire, isolator, section insulator shall be as per RDSO latest specification and procured through RDSO latest approved vendors.

Note:

Some of the technical specifications mentioned in the tender are indicative and may reflect specific OEM designs. These are to be treated as guidelines and not mandatory, provided the functional and performance requirements are fully met. Bidders/OEMs may propose technically suitable alternatives in line with their standard designs, subject to site compatibility. However, the overall RDSO guidelines mentioned in the tender are mandatory and must be strictly followed.

EXPLANATORY NOTES

Schedule-A & C

BOQ item No-1.1: Preparation & submission of Design and Drawing including layout plan and Bill of Material that include

Design and Drawing:

- Design and developing Drawing of 25 kV, 50 Hz Single Phase Retractable Rigid Catenary System (RRCS) connecting with existing conventional regulated OHE at either end of Silo with centralized programmable logic control system (PLC with interlocking system-Supervisory PLC) to control the operation of geared motor assembly, Motorized Isolators, existing signal etc. at Gevra Rly. Siding, Gevra Area of SECL.
- Structural and electrical designs ensuring the seamless integration of the new system with the existing infrastructure, including the RLS Panel, chutes, and signaling systems.
- The design of RRCS system should be such that the loco will stop outside of loading area and beyond the double pole isolator so that the pantograph will remain in

energized OHE even after the opening of the double pole isolator and the first empty wagon is positioned below the chute for filling of wagon/maintenance.

Layout Plan:

- Provide a clear and precise plan showing the arrangement of the rigid catenary system components, automated Control System by PLC interlocking (Interlocking of Existing/additional Signal, Chute, Isolators, Auto and manual cleaning arrangement ROCS and RRCS and other associated items), geared motor assembly, motorized isolator, and pre-loading signalling systems.
- Include annotations for equipment locations, cable routing, and peripheral systems for easy reference during implementation.

Bill of Material (BoM):

- Compile a detailed list of all components (including all Electrical, Signaling and Control System and all other associated items) equipment, and materials required for the project. Any unforeseen items which may be required during the course of execution will be deemed to be included in the BoM subjected to approval of EIC/RITES. The BoM should include the following details:
 - Item description.
 - Quantity.
 - Specification and standards (e.g., as per Indian Railway norms).
 - Make and model.

Explanatory Note:

- Include a narrative explanation detailing the design approach, compliance with relevant standards, and how the proposed solution meets the operational and safety requirements.

Scope of this item include- Preparation, Design, drawing, modification/compliance, and approval of competent authority. (Hard Copy in 6 sets) and Autocad Drawing to be given by agency.

BOQ item No-2: Supply of material for Rigid retractable Catenary System (RRCS) and Rigid Overhead Catenary System (ROCS) and other required items as per approved BoM

This item covers procurement and supply of all hardware materials necessary for the successful commissioning of the RRCS and ROCS System, as per approved BoM mentioned in item-No 1.

BOQ item No-3: Supply of materials covering conventional OHE including motorised isolator, Power supply arrangement, bypass arrangement with 150sq.mm cooper feeder wire as per RDSO Specs or 33kV 1cx150sq.mm UG Cu Copper cable and other required items as per approved BoM.

This item covers procurement and supply of all hardware materials necessary for the successful commissioning of the RRCS and ROCS System, as per approved BoM mentioned in item-No 1 which are not covered in BOQ item-2.

BOQ item No-4: Supply of common Centralised PLC and cables with provision of interlocking and sync of existing chute in SILO system including signaling

Details of Materials and Components

1. Centralized PLC System:
 - A robust and scalable PLC unit to manage and control operations across the SILO system, including:
 - Control and operation of the geared motor assembly for chute operation.
 - Integration with motorized isolators for remote/manual operation.
 - Supervisory control for interlocking to ensure safe and reliable operation.
 - Liasoning and Coordination with Chute Operating system provider and signalling software provider for integration with RRCS control System
2. Cabling System:
 - Supply of control, signal, and power cables with appropriate specifications for communication between:
 - PLC and signaling systems.
 - SILO chute operation mechanisms with PLC System.
 - Peripheral devices, including motorized isolators and geared motors and PLC system, Chute, RRCS and ROCS
 - Cable types to include:
 - Shielded signal cables for noise reduction.
 - Power cables conforming to IS/IEC standards for safety and reliability.
3. Interlocking and Synchronization Provisions:
 - Hardware and software configurations to implement interlocking logic for:
 - Safe and sequential operation of SILO chutes.
 - Prevention of simultaneous operation conflicts.
 - Synchronization with signaling systems, ensuring:
 - Coordination with railway signaling for pre-loading and periphery signaling systems.
 - Seamless integration with the existing chute control system.
4. Additional Components:
 - Human-Machine Interface (HMI) panels for operator control and status monitoring.
 - Redundancy provisions in PLC design for high reliability.
 - Accessories like terminal blocks, connectors, and mounting hardware for complete installation.

Compliance and Standards

- The PLC system and associated components must comply with:
 - IEC 61131 for PLC programming and operation.
 - Indian Railway standards for signaling integration.
 - Relevant IS/IEC standards for cables and electrical components.
- Provide comprehensive documentation, including:
 - PLC programming logic and operational guidelines.
 - Cable routing diagrams and specifications.
 - Test certificates and warranty details.

BOQ item No-5: Installation of RRCS and ROCS with PLC Panel in existing System:

This item involves the installation and integration of the Retractable Rigid Catenary System (RRCS), Rigid Overhead Conductor System (ROCS), and the Programmable Logic Controller

(PLC) panel into the existing operational and infrastructural setup. The work requires precise alignment, secure mounting, electrical connections, and testing to ensure seamless functionality, as per BOQ item No-2 and 4 and all other associated installation.

BOQ item No-6: Installation of conventional OHE including motorized isolator in all respect

Details of the Installation Work

1. OHE Structural Installation:
 - Erection of masts, portals, and cantilever assemblies as per approved design.
 - Mounting of regulated contact and catenary wires to ensure proper alignment and tensioning for optimal current collection.
 - Installation of droppers, clamps, and fittings to maintain conductor geometry.
2. Motorized Isolator Installation:
 - Mounting and securing motorized isolators at designated locations to enable sectionalizing of the OHE system.
 - Connecting motorized isolators to control panels and power sources for remote and manual operation.
 - Integration of isolators with the centralized Programmable Logic Controller (PLC) for interlocking and synchronized operations.
3. Electrical Connections and Bypass Arrangements:
 - Connection of OHE to feeder cables (150 sq.mm copper feeder wire or 33 kV 1Cx150 sq.mm UG copper cable as applicable) as per RDSO specifications.
 - Provision for bypass arrangements to ensure uninterrupted power supply during maintenance or emergencies.
4. Integration with Existing Systems:
 - Seamless integration with the existing regulated OHE system at either end of the installation area.
 - Coordination with signalling systems to maintain safety and operational efficiency.
5. Earthing and Surge Protection:
 - Installation of earthing systems for structural and electrical safety.
 - Placement of surge arrestors to protect equipment from transient voltage spikes.
6. Testing and Commissioning:
 - Testing of the installed OHE system to ensure compliance with electrical and mechanical parameters.
 - Functional testing of motorized isolators, including remote and manual operations.
 - Verification of integration with the centralized control and existing systems.

Provide documentation, including:

- As-built drawings.
- Test certificates and reports.
- Maintenance guidelines for installed components.

As per Item No-3 and all other associated items.

BOQ item No-7: Modification/dismantling/cleaning work in existing conventional type OHE at both end of silo if already executed

This item covers the modification, dismantling, and cleaning of existing conventional Overhead Electrification (OHE) infrastructure at both ends of the Silo. The objective is to facilitate the integration of the new RRCS/ROCS system and ensure compatibility and functionality with the existing setup.

All bonding and earthing are included in this item.

This item cover for all other BoM items which are left over from BOQ item No 2 to 6.

BOQ item No-8 Commissioning of above system including EIG

This item involves the complete commissioning of the installed systems, including Retractable Rigid Catenary System (RRCS), Rigid Overhead Conductor System (ROCS), conventional Overhead Electrification (OHE), motorized isolators, centralized PLC, and associated components. It also includes obtaining the necessary statutory documentation, test reports and approvals from the Electrical Inspector to Government (EIG) as per regulatory requirements.

BOQ item No-9: Recommended spares with special tools for 3 years with special tools.

This item includes the supply of essential spare parts and special tools required for the maintenance and operational reliability of the installed systems over three years. The objective is to ensure uninterrupted operation, reduce downtime, and support effective maintenance.

Details of Recommended Spares and Tools

1. Spares for Retractable Rigid Catenary System (RRCS):
 - Insulators: Spare tension and support insulators.
 - Conductors: Extra lengths of rigid conductors and droppers.
 - Geared Motor Assembly Parts: Gears, motors, and control circuit boards.
 - Mounting Hardware: Bolts, clamps, and adjustable fittings.
2. Spares for Rigid Overhead Conductor System (ROCS):
 - Support Equipment: Spare cantilever assemblies, hangers, and brackets.
 - Conductor Components: Extra contact wires, clamps, and connectors.
 - Surge Arrestors: Replacement units for overvoltage protection.
3. Spares for Conventional OHE:
 - Conductors: Extra lengths of contact and catenary wires.
 - Motorized Isolator Components: Control circuit spares, motors, and isolator blades.
 - Earthing and Bonding: Earthing straps and connectors.
4. Spares for Centralized PLC System:
 - PLC Modules: Spare I/O modules, CPU boards, and communication modules.
 - Power Supplies: Backup power supply units.
 - Display Units: Replacement HMI screens and keyboards.
 - Communication Cables: Shielded cables for signal transmission.
5. Special Tools for Maintenance:
 - Tension Measurement Tools: For measuring and adjusting conductor tension.
 - Insulator Cleaning Equipment: For maintaining insulation properties.
 - Conductor Alignment Tools: For precise alignment of rigid and flexible conductors.
 - Motorized Isolator Maintenance Kit: Tools for assembly, testing, and servicing.

- PLC Programming and Diagnostic Tools: Laptop with pre-installed software, testing cables, and diagnostic interfaces.
6. Safety Equipment:
- Insulated Tools: Screwdrivers, pliers, and wrenches for high-voltage environments.
 - Personal Protective Equipment (PPE): Rubber gloves, helmets, and arc-rated clothing.
 - Portable Earthing Devices: For safe maintenance operations.

Below is a indicative list of spares to be provided for each track:

| S.No. | Description | UOM | Spares Qty per track | Remarks |
|----------------------------|--|------|--|--|
| RRCS / ROCS Items | | | | |
| 1 | Motorised cantilever | Nos. | 1 | Full cantilever assembly including cantilever parts, motor, fixing arrangement, etc. |
| 2 | Non-motorised cantilever | Nos. | 1 | Full cantilever assembly including cantilever parts, fixing arrangement, etc. |
| 3 | Fixed cantilever | Nos. | 1 | Full cantilever assembly including cantilever parts, fixing arrangement, etc. |
| 4 | 25kV insulators | Nos. | 2 | Same as used in the cantilevers |
| 5 | Gearmotor | Nos. | 1 | Same as used in the cantilevers |
| 6 | Aluminium conductor rail | Mtr | 20 | Typically in length of 10-12m section |
| 7 | Interlocking joints for conductor rail | Set | 2 | Including fasteners |
| 8 | Transition bar profile | Nos. | 1 | |
| 9 | Fittings / parts related to overlap between fixed and retractable conductor rail | Set | 1 | Full assembly as per approved design |
| 10 | Earth clip for discharge rod | Nos | 1 | Including fasteners for fixing to conductor rail |
| 11 | Fixed earth for conductor rail in retracted position | Set | 1 | Full assembly as per approved design |
| 12 | Protection cover for conductor rail | Mtr | 5 | |
| 13 | Section insulator | Nos | 1 | Full assembly |
| RRCS Control System | | | | |
| 1 | Cables (all types) | Mtr | 20m or 5% of design quantity (whichever is | Must include all type of cables used and quantity indicated is for each type. |

| | | | | |
|------------------|----------------------------------|---------|---------|---|
| | | | higher) | |
| 2 | Spare accessories for RRCS panel | Set/Lot | 1 | Lumpsum, to be recommended by the OEM as part of design |
| OHE Items | | | | |
| 1 | Contact wire | Mtr | 20 | |
| 2 | Feeder wire / cable | Mtr | 20 | As per design specifications |
| 3 | Post insulator | Nos. | 2 | Same as approved design |
| 4 | Earth flat | Mtr | 20 | Size and spec. as per approved design |

NOTES:

- Above list is indicative and not exhaustive. The listed items are based on generally used guidelines for RRCS. Since RRCS is an OEM specific design, name or use of components may differ from above table. Any item listed in above table but not used in design and/or project shall not be part of spares to be supplied. Similarly, any item not listed in above table but part of final BOM as per approved design for a project must be supplied as spare. Quantity of such spare(s) shall be agreed at the time of design approval.

Schedule-B

Scope of Work

The Annual Maintenance Charges for the three years shall cover all activities required to keep the installed systems—RRCS, ROCS, conventional OHE, motorized isolators, centralized PLC system and associated components—to keep the whole system in operational condition. The scope includes periodic inspections, periodic preventive maintenance, troubleshooting, and breakdown/emergency repair services as and when needed.

The maintenance shall be comprehensive in nature, and no additional payment shall be admissible for the cost of any item that is repaired or replaced during the maintenance period. Additional spares, as specified under the BOQ (Bill of Quantities) item no 09, shall be supplied and kept as the client's inventory. Any item drawn from this client's spare inventory for maintenance purposes (for attending breakdown or normal maintenance requirements) must be recouped within the time frame as decided by the competent authority of client i.e. SECL or authorized representative.

Details of Maintenance Services

1. Preventive Maintenance:

- **Routine Inspections:** Scheduled monthly and quarterly inspections of all components to identify and address wear and tear before it leads to failures.
- **Cleaning and Lubrication:** Regular cleaning of insulators, conductor wires, and motorized parts, along with lubrication of mechanical components.
- **Tension and Alignment Checks:** Periodic checks of the alignment and tension of conductors to ensure continuous power delivery without disruptions.
- **PLC System Updates:** Ensuring the PLC software is up-to-date and fine-tuned for operational efficiency.

2. Corrective Maintenance:

- **Fault Rectification:** Swift identification and resolution of electrical or mechanical faults.

- **Component Replacement:** Replacement of faulty parts, including insulators, contact wires, or control modules, using stocked spares.
 - **Motorized Isolator Servicing:** Regular checks and servicing of isolators to ensure proper functionality for sectionalizing and isolation as needed.
3. **Emergency Services:**
- **24/7 Availability:** On-call maintenance personnel for urgent repairs to minimize downtime.
 - **Rapid Response Times:** Guaranteed response and resolution times to address critical system issues.
4. **System Calibration and Testing:**
- **Periodic Testing:** Comprehensive testing of electrical continuity, insulation resistance, and operational functionality.
 - **Calibration of PLC and Control Systems:** Regular calibration of control systems to maintain accuracy and ensure synchronized operations.
5. **Documentation and Reporting:**
- **Maintenance Logs:** Detailed logs of all maintenance activities performed, including inspections, repairs, and component replacements.
 - **Performance Reports:** Quarterly performance reports to summarize system health, any issues addressed, and recommendations for continued optimal performance.

6. **Items/materials to be used in works: Applicable when Approved List of Brands/makes is given in the tender Documents:**

- i) Brand names of items/materials to be used as per the scope of work listed in this tender document as Approved list are indicatively. The agency / contractor should be "Make-in-India" products as per the Govt. of India "Make in India" policy updated upto the last date of submission of bids. The Agency should also consider the availability of spare parts /components for maintenance purposes while proposing any brand / manufacturer. The contractor can propose only alternate brand / make meeting the required quality / specification including minimum local content matching with those mentioned in Approved List. The rate of alternate brand / makes proposed by the contractor should not vary plus/minus 10% from average rate of the brands given in Approved List. The alternate brand can be used only after the approval of Engineer-in-Charge.

If the rate of alternate brand item/material proposed by the contractor is found to be less than the lowest rate in above list, the recovery shall be affected for the difference. However no extra payment will be made if the rate is higher than the highest rate in the approved list.

- ii) The agency should submit item/materials corresponding to brands mentioned in Approved List and also alternate brands (if any) to be used in the work from local supplier along with minimum local content as specified in the contract for approval of the Engineer-in-Charge. The minimum local content is to be considered for the complete item including labour component. The agency /Contractor shall obtain the certificate for all items submitted for approval except for sundry items.

- iii) In case of non-availability of 'Make in India' brands then only the proposal for

use of international brands is allowed with the prior approval of Engineer-in-Charge complying with all Government of India norms.

- iv) For any item/material not covered in the Approved List and also as given in S. No. (i) to (iii) above, the contractor shall get the samples and take approval from the Engineer-in-charge before the procurement as defined below:
 - a) The contractor shall supply ISI marked item/material. In case ISI marked item/material is not available, First Quality item/material shall be accepted. The samples of the item/material shall in either case have to be got approved from Engineer-in-Charge before procurement by Contractor.
 - b) The agency shall submit at least three ISI marked or 1st Quality make/brand (in case ISI marked item/material is not available) along with the current rates (the difference in rates shall not be more than 10% of the average of three ISI marked or 1st Quality make/brand) and specifications for the approval of Engineer-in-charge before procurement.
- v) It will be contractor's responsibility to ensure timely submission of samples and relevant documents for approval of Engineer-in-Charge. Contractor will have to replace the defective and substandard materials at his own cost.

7. Quality Assurance Plan (QAP)

The following is brought to the notice of the contractor in reference to QAP required to be followed by the contractor-

- (i) Clause 10A of Section-8 (Clauses of Contract) deals with "Materials to be provided by the Contractor" and includes provision of samples for all materials and testing by the contractor at his cost. This clause and the corresponding provisions in Schedule-F under Section-4 (Proforma of Schedules), indicates establishment of Laboratory at site or otherwise. Annexure 8-1 of Section-8 (Clauses of Contract) indicates the "List of Field-Testing Instruments, List of Equipments for Field Testing Laboratory"
- (ii) Clause 11 of Section-8 (Clauses of Contract) deals with "Work to be Executed in Accordance with Specifications, Drawings, Orders etc." Schedule-F under Section-4 (Proforma of Schedules) defines the Specifications to be followed for the work under reference. Clause 28 indicates Action where no specifications are specified.
- (iii) Clause 49 of Section-8 (Clauses of Contract) on "Quality Assurance" indicates that the Contractor shall submit to the Engineer-in-Charge for his approval a Quality Assurance Manual for the works involved in the execution and Clause 49.2 indicates the Documents which can be referred for preparation of such Manual.
- (iv) Clause 54 of Section-8 (Clauses of Contract) on "Quality Audit" indicates that the Contractor will provide all logistic supports for such activities by way of arranging approaches, ladders, scaffoldings, manpower, etc. to the Employer.

(v) Clause 16 of Section-8 (Clauses of Contract) deals with "Action in case Work not done as per specifications". The supervision/inspection of works by officers of RITES, Employer and CTE as well and also requirement of action by the contractor in case of deficiencies pointed out by these officers is given in this clause.

(vi) Above provisions in particular and other provisions in the Tender Document are required to be followed for Quality Assurance of the works including (but not limited to) testing of materials, end products and also for the acceptance criteria for various items of work, workmanship, materials and process etc.

(vii) Supply of material, Lot size for testing, number of required tests and frequency of testing etc. shall be as given below: -

a) The materials to be arranged should comply strictly with the specifications laid down and referred to in the contract.

b) Before start of work, the contractor shall at his own expense supply to the Engineer-in-Charge samples of materials to be used in the work and get them approved in advance. For this purpose, the contractor shall furnish Test Certificates or have the materials tested at his cost to satisfy the Engineer-in-Charge that the materials comply with the specifications. Materials as per the sample may be arranged by the contractor for use in works only after the samples have been approved by the Engineer-in-Charge. The samples shall be kept in safe custody to check that material of same quality as the approved sample is actually used in the work.

c) The type of tests/Mandatory tests required to be carried out, Lot size, number of required tests and frequency of testing shall be as per applicable specifications/standard specifications as indicated under Para 2, 3 and 4 above. No change in these parameters including frequency of testing shall be allowed or approved by Engineer-in-Charge after award of the tender.

d) For items which are not covered under the standard specifications, the type of tests, Lot size, number of required tests and frequency of testing etc. shall be as per the specifications for these items, indicated under Para 5 above.

e) For certain items, if frequency of tests is neither mentioned in the specifications indicated under Para 2, 3, 4 and 5 nor in BIS, then tests shall be carried out as per directions of Engineer - in - charge.

f) The cost of all Tests, collection and preparation of samples transportation and any other ancillary activities to testing of Mandatory tests shall be borne by the contractor and nothing extra shall be payable.

(viii) Testing of Materials

(a) The contractor has to establish field laboratory at site including all necessary equipment for field tests as indicated in Sub Para 7(i) above. All the relevant and applicable standards and specifications shall be made available by the

contractor at his cost in the field laboratory. The contractor shall designate one of his technical representatives as Quality Assurance Engineer, who shall be responsible for carrying out all mandatory field/laboratory tests. The contractor shall also provide adequate supporting staff at his cost for carrying out field tests, packaging and forwarding of samples for outside laboratory tests and for maintaining test records. No extra Cost shall be paid for any of these activities.

- (b) Tests shall be carried out, as per procedures laid down in the specifications/IS Codes
 - (c) The tests, as necessary and where no field laboratory facilities are available, shall be conducted in the laboratory approved by the Engineer-in- Charge.
 - (d) For materials for which field-testing equipment is established at site, for those materials 90% of total tests shall be done at the laboratory established at site by contractor and remaining in the reputed laboratories approved by Engineer-in-charge. The samples shall be taken for carrying out all or any of the tests stipulated in the specifications and as directed by the Engineer- in-Charge or his authorized representative.
 - (e) In addition to the mandatory tests, the Engineer-in-Charge may require other non-mandatory tests to be carried out on the materials /products. In all such cases, the contractor shall supply the samples free of cost. The cost of such tests, wherever carried out, however shall be borne by the contractor/ RITES in the manner described below, unless otherwise specified in the Conditions of Contract.
 - i) By the Contractor, if the results show that the material /product does not conform to relevant BIS Codes or other Specifications as laid down in the Contract.
 - ii) By RITES, if the results show that the material / product conforms to relevant Codes or other Specifications as laid down in the Contract.
- (ix) Mandatory machinery, Tools and Plants shall be deployed at site as specified in Schedule 'F', corresponding to Clause 18 of Section-8 (Clauses of Contract)
- (x) Maintenance of Register and Records of Tests -
- a) All the registers (in accordance with Clause 52.3 of Clauses of Contract) of tests to be carried out at Site Laboratory or in outside laboratories (As given in clause 10A of Section-8) are to be maintained by the contractor which are issued to the contractor by Engineer-in- Charge or his authorized representative. All test results are signed by the authorised representative of the Engineer-in-Charge and authorised Representative of the Contractor.
 - b) All Samples of materials are taken jointly with Contractor by Engineer-in-charge or Engineer's authorised representative posted at site. All the necessary assistance is to be provided by the contractor. Cost of sample of materials including testing charges, transportation charges and any other incidental and ancillary cost is to be borne by the contractor and the Contractor is responsible for safe custody of samples to be tested at site.
 - c) All the tests in lab set up at Site are carried out by the Engineering Staff

deployed by the contractor as per Clause 36 of the Clauses of the Contract and by the Engineer's authorised representative posted at site jointly.

- d) In case the Contractor or his authorized representative is not present or does not associate himself in above referred activities, the result of such tests and consequences thereon shall be binding on the Contractor. The Contractor or his authorized representative shall remain in contact with the Engineer-in-Charge or his authorized representative associated for all such operations. No claim of payment or claim of any other kind, whatsoever, shall be entertained from the Contractor.
- (xi) Contractor shall have to engage well-experienced skilled labour as indicated in Clause 19 K of Clauses of Contract and deploy modern T&P and other equipment to execute the work (As per Clause 18 of the Clauses of the Contract). For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, not with-standing the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them. All material shall only be brought at site as per program finalized with the Engineer-in- Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
- (xii) The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material / work beyond set out tolerance limit shall be summarily rejected by the Engineer-in-charge & contractor shall be bound to replace / remove such sub-standard/ defective work immediately. If any material, even though approved by Engineer-In- Charge is found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk & cost.
- (xiii) In addition to the supervision of work by the Engineer-in-Charge and his authorized Representative (s), other senior officers of RITES/ Employer/CTE etc as indicated in Clause 16 of the Section-8 (Clauses of the Contract), shall also be carrying out regular and periodic inspection of the ongoing activities in the work and deficiencies, shortcomings, inferior workmanship pointed out by them shall be communicated by the Engineer-in-Charge or his authorized Representative (s), to the contractor either through Site Order Book (As per Clause 52.5 of the Clauses of the Contract) or other modes of communication. Upon receipt of instructions from Engineer in Charge or his authorized Representative (s), these deficiencies are to be made good by necessary improvement, rectification, replacement upto his complete satisfaction. Failure to comply with such instructions within reasonable time shall attract action as per Tender Provisions.
- (xiv) The contractor shall, keep updated the following requirements and detailing: -
- (a) Display Board showing detail of work, weekly progress achieved with respect to targets, reason of shortfall, status of manpower, wages being paid for different categories of workers.
 - (b) Entrance and area surroundings to be kept cleaned.

- (c) Display layout plan, key plan, of the project.
 - (d) Upto date displays of programme chart (Bar charts).
 - (e) Keep details of quantities executed, balance quantities, deviations, possible Extra item, Substituted item etc.
 - (f) Keep plastic / cloth mounted one sets of building drawings.
 - (g) Set of Helmets and safety shoes for safety,
- (xv) The provisions contractor of Clause shall ensure Safety and Security at site and provision of Clause 48.
- (xvi) It should be noted that above provisions regarding QAP, does not relieve Contractor from submitting a project specific Quality Assurance Plan (QAP) to the Engineer-in-Charge as per clause 49 of the Clauses of Contract and contractor shall comply the provisions.

SECTION-6

DRAWINGS

LIST OF DRAWING

NIL

PART-2

FINANCIAL BID

PART-2 FINANCIAL BID
SCHEDULE (BILL OF QUANTITIES)

Name of the Work: “Engineering, Design, Drawing, Supply, Erection, Testing and Commissioning of 25 kV, 50 Hz Single Phase Retractable Rigid Catenary System (RRCS) connecting with existing conventional regulated OHE at either end of Silo No - 5 & 6 (Double Track in each SILO) having single chute on each track with centralized programmable logic control system (PLC with interlocking system-Supervisory PLC) to control the operation of geared motor assembly, Motorized Isolators, existing signal etc. and regulated OHE at either end of Silo No -3 & 4 (Single Track in each SILO) having single chute on each track with centralized programmable logic control system (PLC with interlocking system-Supervisory PLC) to control the operation of geared motor assembly, Motorized Isolators, existing signal etc. at Gevra, Gevra Area of SECL including defect liability period of 02 years and subsequent annual comprehensive maintenance for 3 years”

Points to be noted while quoting rates:

- 1) Where Tender has been invited on Percentage Rate basis, Percentages on the Estimated Cost (whether above or below) are to be quoted for each of the Schedules.
- 2) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender documents, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the Sky Blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 3) ~~Depending on scope and nature of work, additional points may be incorporated by the Authority Competent to approve Tender Documents under Item 3.0 of SOP.~~