

**RITES Limited**  
**(A GOVERNMENT OF INDIA ENTERPRISE)**

**RITES BHAWAN, NO. 1, SECTOR – 29,  
GURGAON – 122 001 HARYANA – INDIA**

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**TENDER NO: RITES/RW&IE/SRBWIPL/M&P-26/2011**

**TENDER DOCUMENT**

**FOR**

**DESIGN, SUPPLY, ERECTION, TESTING AND  
COMMISSIONING WORK**

**OF**

**ESTABLISHMENT OF COMPRESSED AIR DISTRIBUTION SYSTEM  
ON  
TURN KEY BASIS**

**FOR**

**SAIL-RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED**

**KULTI (Distt. BURDWAN)**

**WEST BENGAL**

**NOVEMBER , 2011**

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**Issued to :**

**M/s. \_\_\_\_\_**  
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**SECTION -I**

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**INVITATION FOR TENDERS**

**SECTION - I**

**INVITATION FOR TENDERS**

**TENDER NO: RITES/ RW&IE/SRBWIPL/M&P- 26/2011**

1.0 Sealed Tenders are invited by RITES Ltd., on behalf of “SAIL-RITES Bengal Wagon Industry Private Limited.” (SRBWIPL), Kulti ( Distt. Bardhaman) W.B from eligible bidders by themselves or through their authorized agents, meeting qualification criteria stated in the Bid documents for design, supply, erection, testing and commissioning work of establishment of Compressed air distribution system on turn key basis as per the detailed specifications. The tender particulars are given under:

Tender No.	Brief Item Description & Qty Reqd.	Estimated value	EMD/ Bid Security (Rs.)	Completion Period	Cost of Tender Doc (Rs.)
RITES/ RW&IE/ SRBWIP/ M&P/ 26-2011	Establishment of compressed air distribution system	Rs. 22,00,000 Rupees Twenty Two Lakhs Only	Rs 44,000/- Rupees Forty four Thousand Only	04 months from the date of approval of GA Drawing	Rs 5000/- (Rupees Five Thousand Only)

- 2.0 Interested bidders may obtain further information and inspect the bidding documents at the office of RITES at the address given below and at RITES website [www.rites.com](http://www.rites.com) for reference  
 General Manager (RW&IE)  
 Technical Service Division,  
 RITES LTD, RITES Bhawan, 2<sup>nd</sup> Floor ( central Wing)  
 No.1 Sector, 29, Gurgaon -122001 ( Haryana), India  
 (Telephone No 0124-2818227, Fax No. 0124-2571627)
- 3.0 Eligible interested bidders may purchase the Tender Documents on any working day between 1000 hrs to 1600 hrs w.e.f 22/11/2011 to 23/12/2011 from the office mentioned above on submission of written application along with the non-refundable cost of Tender document indicated above in the form of Demand Draft/Bankers Cheque favouring “RITES Ltd”, payable at Gurgaon.
- 4.0 The tenders must be submitted in the above office on or before 1400 hours on 26/12/2011 accompanied with Earnest Money Deposit/ Bid Security as indicated in the Bid document. Bids not accompanied with the Earnest Money Deposit/Bid Security will be summarily rejected.

- 5.0 Bids will be opened in presence of the Bidders' representatives who chose to attend at 1430 hours on 26/12/2011 at the office mentioned above. In case of unscheduled holiday on the closing/opening day of the tender, the next working day will be treated as scheduled prescribed day for closing and opening of the tender, the time notified remaining the same.
- 6.0 Bids submitted by the bidders who do not meet the qualification requirements as required or whose bids (both commercial and price) are not valid and open for acceptance for a period mentioned in the bid document from the date of opening of tender, will be rejected.
- 7.0 Issue of tender document to bidder will not automatically mean that the bidder is qualified for the Award of contract. The bidders will be required to fulfill the qualification criteria given in the tender document before being considered eligible for award of contract. No condition/deviation which is either additional or in modifications of the tender conditions shall be included in the bid submitted by the bidder. If the bid contains any such conditions or deviations from the tender conditions, the bid shall be rejected.
- 8.0 In case of any discrepancies, the provisions of this Invitation for Bids shall take precedence over all the bidding documents.
- 9.0 The tender document is not transferable.
- 10.0 Bidders are required to put their sealed tender in the Tender Box personally or through their authorized representative. Bids in sealed condition shall also be received by post/courier provided that the bid is received before the stipulated date and time, in the receipt section of RITES Office Ground Floor, RITES Bhawan, Plot No.1, Sector-29, Gurgaon – 122001, Haryana, India. RITES Ltd shall not be held responsible for the delay/non-receipt of the bid.
- 11.0 The Tender No. and Title shall be super scribed on the sealed envelopes.
- 12.0 RITES Limited does not bind themselves to accept the lowest or any offer or to give reasons for their decision. RITES Limited also reserves the right to reject or accept or divide the offer between more than one tenderer without assigning any reason.

For and on behalf of SRBWIPL  
M/s. RITES Ltd.,

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**SECTION – II**

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**INSTRUCTIONS TO TENDERER**

## SECTION – II

### INSTRUCTIONS TO TENDERER

#### A. INTRODUCTION

##### 1.0 GENERAL INSTRUCTIONS:

- 1.1 RITES Limited (a Govt. of India Enterprise) has been engaged by “SAIL-RITES Bengal Wagon Industry Private Limited.” (SRBWIPL), Kulti, as a Project Management Consultant for Turnkey Execution of Enhancement of Wagon Production capacity project. Under the terms of the contract between RITES Ltd. And SRBWIPL, Rites Ltd. Have to produce and install various Machinery & Plant besides execution of Civil and Electrical works.
- 1.2 In this connection RITES Ltd. (hereinafter referred as **Purchaser**), invites sealed tenders/bids for and on behalf of SRBWIPL (hereinafter referred as **Owner**) from reputed manufacturers or their authorized agents for design, supply, erection, testing and commissioning work of establishment of COMPRESSED air distribution system on turn key basis as per the specification enclosed at Section –IV of the bid document.
- 1.3 All information in the offer must be in English or Hindi. Offer in a language other than English or Hindi must be accompanied by its authenticated translation in English, failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between the offer in a language other than English and its English translation, the English translation will prevail.

##### 2.0 COST OF BIDDING:

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of his bid, and Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

##### 3.0 SITE VISIT:

- 3.1 The Bidder is advised to visit and examine the Site of works and its surroundings and obtain for himself on his own responsibility and cost, all information that may be necessary for preparing the bid and entering into a contract execution.

#### **B. THE BIDDING DOCUMENTS**

##### 4.0 CONTENT OF BIDDING DOCUMENTS:

- 4.1 The Scope of work, bidding procedures and contract terms are stipulated in the Bidding Documents and shall include along with its enclosed Annexures:-
  - i) Invitation for Tenders
  - ii) Instructions to Tenderer
  - iii) Conditions of Contract
  - iv) Technical Specifications
  - v) Bid form and Price Schedules
  - vi) Annexures & proforma
- 4.2 The bidder should examine all instructions, terms and specifications in the Bidding documents. Failure to furnish all information required by the Bidding Documents or

submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of his bid.

#### **5.0 CLARIFICATION OF BIDDING DOCUMENTS:**

- 5.1 A prospective Bidder requiring any clarification of the Bidding Documents may contact by writing or fax to the Purchaser no later than 15 days prior to dead line for submission of bids.

#### **6.0 AMENDEMENT TO BIDDING DOCUMENTS:**

- 6.1 At any time prior to the last date for submission of bids, the Purchaser may for any reason modify the bidding documents by an amendment. The amendment in the form of an addendum will be posted on the RITES web site and will be binding upon them.
- 6.2 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser may at his discretion extend the last date for the submission of tender.

### **C. PREPARATION OF BIDS**

#### **7.0 QUALIFYING REQUIREMENT OF TENDERERS:**

##### **7.1 FINANCIAL CRITERIA .**

- 7.1.1 The average annual turnover of the bidder should not be less than Rs. 1.0 crore. The average turnover shall be calculated for the best 3 years out of last 5 years period ending 31.3.2011. Copy of audited annual reports/balance sheet for last 5 years must be submitted by bidder along with their offer.
- 7.1.2 In case OEM authorize its dealer to quote on its behalf with a specific provision to fulfill contractual liability in case of default by the dealer, than turnover of OEM shall be reckoned with. Bidder shall enclose Annexure-2 of the tender duly signed & stamped in their offer. In case of more than 01 OEM, every OEM must fulfil financial criteria independently.
- 7.1.3 In case Foreign OEM authorize its Indian agent/Indian subsidiary to quote on its behalf with a specific provision to fulfill contractual liability in case of default by the dealer, than turnover of OEM shall be reckoned with. Bidder shall enclose Annexure-2 of the tender duly signed & stamped in their offer. In case of more than 01 OEM, every OEM must fulfill financial criteria independently.

##### **7.2 TECHNICAL/ OTHER CRITERIA**

- 7.2.1 Bidder should have completed similar nature work (awarded through bidding process) of Fabrication and erection, testing & commissioning of overhead/under ground pressure pipe line of 2"(inch) or above size of total length not less than 500 m each in at least 03 projects in the last 03 years OR total pipe length of 1000m in any (01)one project in last 03 years. They should provide necessary documentary evidence in the support of above said PQ requirement.

Bidder shall submit work orders copies along with completion/commissioning & handing over certificates/PTCs of the client.

- 7.2.2 Offers of Tenderers not meeting the requirement will not be considered.

#### **8.0 DOCUMENTS FOR SUBMISSION:**

- 8.1 Following documents to be submitted along with the Bid:

- i) Original Tender document duly signed and stamped on each page by the Authorized representative of the firm as a token of acceptance of the tender terms & conditions
- ii) Bid security / Earnest Money Deposit.

Payment of Rs.5000/- ( Rupees five thousand only) ( non- refundable) towards cost of bid document in the form of DD/ Bankers cheque favouring RITES Limited payable at Gurgaon ( in case of document downloaded by bidder) .The small scale industries units recognized by NSIC (National Small Industries Corporation Limited, India) are exempted from depositing the cost of tender document subject to submission of necessary proof that bidder are registered for the item/items tendered for.

- iii) Reference list of similar nature( i.e laying and erection, testing & commissioning of overhead/underground pressure pipe line of 2" or above size ) of work completed in India as per **Annexure -1**.
- iv) Annual Report/audited balance sheet of last five years.
- v) Bid Form and Price Schedule as per Section V
- vi) Authorization letter from manufacturer, in case of Agents **Annexure -2**.
- vii) Commercial Details in Annexure -3**
- viii) Deviation statement regarding the commercial condition of tender in Annexure-4**
- ix) Deviation statement regarding the technical specification of tender in Annexure-5.**
- x) All formats and statements duly filled in.

## **9.0 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY:**

- 9.1 The Bidder shall provide Bid Security/ Earnest Money Deposit for the amount indicated in Section-I: **Invitation for Tender** in the form of crossed Banker's Cheque/ Demand Draft drawn in favor of RITES Ltd, payable at Gurgaon from a Nationalized/ Scheduled Bank in India.
- 9.2 If the bidder withdraws/amends his bid for any reason during its validity, the bid security shall be forfeited. Failure to submit bid security would lead to rejection of offer.
- 9.3 The small scale industries units recognized by NSIC (National Small Industries Corporation Limited, India) are exempted from depositing the Earnest Money subject to submission of necessary proof. Exemption of NSIC units is however subject to the monetary limit shown in the certificate and their being registered for the item/items tendered for.
- 9.4 No interest will be payable by the Purchaser on the Bid Security/ EMD submitted by the Bidder.
- 9.5 The EMD of successful Bidder will be returned after the Contract Performance Guarantee is furnished as per the contract. In event of contract being awarded to NSIC registered firm seeking exemption from Performance Guarantee Bond, they should submit necessary proof for items and monetary limit of their registration with NSIC.
- 9.6 The EMD of unsuccessful Tenderers shall be returned by the Purchaser immediately after finalization of the contract.
- 9.7 The Earnest Money/Bid Security shall remain deposited with the Purchaser for the period of 180 days from the date of opening of Tenders. If the validity of the offer is extended,

the Earnest Money Deposit/Bid Guarantee duly extended shall also be furnished, failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.

- 9.8 Any tender not accompanied by earnest money in one of the approved forms is liable to be summarily rejected.

#### **10.0 CURRENCY:**

- 10.1 Prices shall be quoted and paid in Indian Rupees (INR) only.

#### **11.0 PRICES:**

- 11.1 Prices quoted shall be CIP (KULTI, Distt: Bardhaman, West Bengal, India) including all handling, loading & unloading, sea & inland transportation, transit insurance, foundation, installation, testing and commissioning, first fill of lubricants and other consumables and training.

**11.2 Prices shall be inclusive of temporary permit, freight, insurance and all such costs. Prices shall remain firm and no escalation shall be permissible. All statutory taxes and duties, any other charges as applicable, within India shall be included in the offered price.**

- 11.3 **Excise duty and CST/ VAT shall be paid by the Purchaser as per actual on production of documentary evidence.**

#### **12.0 VALIDITY OF OFFER:**

- 12.1 The offer shall be kept valid for acceptance for a minimum period of one hundred and eighty (180), calendar days from the date set for opening of tender.

#### **13.0 FORMAT AND SIGNING OF BIDS:**

- 13.1 Each page of the original tender document shall be duly signed and stamped by Bidders' authorized representative.

- 13.2 All changes/alterations/corrections in the tender shall be signed in full by the Bidders' authorized representative signing the bid with date. **NO ERASING AND/OR OVER WRITING IS PERMISSIBLE.**

- 13.3 The Tenderer should avoid ambiguity in his offer e.g., if his offer is to his standard sizes/lengths/dimensions, he should specifically state them in details without any ambiguity. Brief descriptions such as "standard lengths" etc. should be avoided in the offer.

#### **D. SUBMISSION OF BIDS**

#### **14.0 BID SUBMISSION:**

- 14.1 All Amendments/Revisions to the tender document issued by Purchaser subsequently, if any, must be signed and submitted along with the tender. The tender submitted by the Tenderer shall take into account all such amendments/revisions.
- 14.2 The bid document complete in all respects and documents shall be put in an envelope duly indicating "TENDER No, OPENING DATE and TIME as per NIT and sealed and addressed to; Group General Manager, RITES Ltd., 2<sup>nd</sup> Floor, Central Wing, RITES Bhawan, No. 1-Sector-29, Gurgaon, Haryana – 122 001. INDIA.

#### **14.3 DEADLINE FOR SUBMISSION OF BIDS:**

14.3.1 Bids must be received by the Purchaser at the address mentioned above, within the date and time of bid submission indicated in the Section-I, Invitation for tender.

14.3.2 Any bid received after the deadline for submission of bids, will be rejected and returned unopened.

14.3.3 E-mail or facsimile bids will be summarily rejected.

#### **15.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

15.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received prior to the deadline prescribed for submission of bids. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the deadlines for submission of bids.

15.2 No bid may be modified subsequent to the deadline for submission of bids.

15.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Tenderer. Withdrawal of a bid during this interval shall result in forfeiture of its Earnest Money Deposit/ Bid Security.

#### **16.0 OPENING OF BIDS BY PURCHASER:**

16.1 Purchaser will open the bids, in the presence of Bidders' representatives who choose to attend, at the place, date and time specified in the Section-I, Invitation for Tender. The Bidders' representatives who are present shall sign a register evidencing their attendance.

16.2 The Bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening.

#### **E. EVALUATION AND COMPARISON OF BIDS:**

#### **17.0 PRELIMINARY EXAMINATION:**

17.1 The Purchaser will examine the bids to determine whether they are complete in all respects, having any computational errors, documents have been properly signed, and bids are generally in order.

17.2 The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

17.3 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

17.4 If a bid is not substantially responsive it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by corrections of non-conformity.

#### **18.0 CORRECTION OF ERRORS:**

18.1 Tenders will be checked and corrected for any arithmetical errors in computation and summation as follows:

18.1.1 Where there is a discrepancy between amounts in figures and in words, the amount in words will prevail. Where there is a discrepancy between the unit price and the total

amount derived from the multiplication of the unit price and the quantity, the unit price will prevail.

18.1.2 If a bidder does not accept the correction of errors as outlined above, his bid shall be rejected.

#### **19.0 EVALUATION OF THE OFFERS:**

19.1 Bids meeting eligible criteria as per Cl. 7.0 will only be considered. The tenders received will be evaluated to ascertain the best and lowest acceptable tender in the interest of the Purchaser, as specified in the specifications and tender documents.

19.2 The comparison shall be based upon total cost of the work, which shall be evaluated and compared by including the supply cost of material ( as mentioned in para 1.2.3.1 and labour & commissioning charges including painting on turn key basis( as mentioned in para 1.2.3.2 of technical specification (section –IV). The COMMERCIAL EVALUATION of bids fulfilling the eligible criteria (clause 7) will only be considered and will take into consideration the following:

- i) Ex works cost of basic equipment plus ED, VAT/ST, Freight, Insurance, Service tax etc.
- ii) Cost of concomitant accessories plus taxes as applicable
- iii) Cost of fabrication, installation and commissioning plus applicable taxes.
- iv) Cost of training.

19.3 **OPTIONAL ITEMS – Not for commercial evaluation** – to be quoted separately

- i) Item-wise cost of any optional accessories specified in Technical Specification, Section – IV to be quoted separately
- ii) Tenderers are required to quote for a comprehensive Annual Maintenance Contract for 5 years after expiry of warranty for machine supplied against this specification, which will be inclusive of all spares, material and labour costs. The duties and taxes as applicable should be indicated separately. All consumables except Diesel/ fuel, lubricating oils or coolant shall form a part of the scope of comprehensive AMC.
- iii) Any other items of spares considered essential by the tenderers for two years of normal maintenance, to cover the complete range of mechanical, hydraulic and electrical equipment, to be quoted separately.

#### **20.0 CLARIFICATION OF BIDS:**

20.1 During evaluation of the Bids, Purchaser may at his discretion ask the Bidder for clarification of his bid. The request for clarification and response shall be in writing and no change in price or substance of the bid shall be sought, or permitted.

#### **21.0 ACCEPTANCE OF TENDER AND SIGNING OF CONTRACT:**

21.1 The Purchaser may accept a tender for a part or whole of the quantity offered, reject any tender without assigning any reason and may not accept the lowest tender or any tender.

21.2 Acceptance of tender will be communicated by Fax, Express Letter for formal acceptance of tender. In case where acceptance is indicated by Fax or Express Letter, the formal acceptance of tender will be forwarded to the Contractor as soon as possible, but the Fax, or Express Letter should be deemed to conclude the contract.

21.3 Within Fifteen (15) days of receipt of Acceptance advice, the successful bidder shall sign

and date the contract and return it to the Purchaser.

## **22.0 EFFECT AND VALIDITY OF OFFER:**

- 22.1 The submission of any offer connected with these specifications and documents shall constitute an agreement that the Tenderer shall have no cause of action or claim, against the Purchaser for rejection of his offer. The Purchaser shall always be at liberty to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against the Purchaser.
- 22.2 Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award is made by the Purchaser to the Tenderer. While the offers are under consideration, Tenderers and/or their representatives or other interested parties are advised to refrain from contacting the Purchaser by any means. If necessary, the Purchaser will obtain clarifications on the offers by requesting for such information from any or all the Tenderers, either in writing or through personal contact, as may be considered necessary. Tenderers will not be permitted to change the substance of their offers after the offers have been opened.

## **23.0 GENERAL:**

- 23.1 The Tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras, are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may be summarily rejected.
- 23.2 The Tenderer shall also submit “Statement of Deviations” from Tender Conditions and Technical Specification as per **Annexure - 4 & 5** along with the offer.

## **24.0 CHECK LIST:**

- 24.1 A check list has been included in Section – VI of the bid document. This has been designed to help the Tenderers in submitting their offer in completeness. An incomplete offer is liable to be rejected. Tenderers must fill this Check List and submit along with their offer in their own interest.

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**SECTION – III**

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**CONDITIONS OF CONTRACT**

## SECTION – III

### CONDITIONS OF CONTRACT

#### 1.0 DEFINITIONS:

- 1.1 **“Purchaser”** means RITES Limited, Gurgaon (A Government of India Enterprise) having its Registered Office at SCOPE Minar, Laxmi Nagar, New Delhi-110092 and Corporate Office at RITES Bhawan, No 1, Sector-29, Gurgaon – 122001, acting through the Group General Manager , RITES Bhawan, 2<sup>nd</sup> Floor (Central Wing), No 1, Sector-29, Gurgaon – 122001 and shall include their legal representatives, successors and permitted assignees for and on behalf of “SAIL-RITES Bengal Wagon Industry Private Limited.” (SRBWIPL), Kulti, Distt. Bardhman, WB.
- 1.2 **“Owner”** shall mean “SAIL-RITES Bengal Wagon Industry Private Limited.” (SRBWIPL), Kulti, Distt. Bardhman, WB, India and shall include their legal representatives, successors and permitted assignees.
- 1.3 **‘Contractor/Supplier’** shall mean the Bidder/ Tenderer whose bid has been accepted by the Purchaser for the supply of stores/ Plant & Equipment (PE) and award of work is placed and shall include his legal representatives, successors and permitted assigns unless excluded by the terms of the contract.
- 1.4 **‘Contract’** means Contract entered into between the **Purchaser & the Supplier** through Letter of Award, together with the contract documents referred to therein, they shall include Letter of Award, Bid Invitation, Instructions to Tenderers, Conditions of Contract, Technical Specification, and the other conditions specified in the Letter of Acceptance & Letter of Award (LOA) and a formal agreement, if executed.

#### 2.0 SCOPE OF WORK:

##### 2.1 SUPPLY

- 2.1.1 The Plant and Equipment (PE) to be supplied shall be new and as per specifications given in Section –IV. PE offered must be of proven design and capacity. It must be capable of continuous operation for long periods in temperatures ranging from 0<sup>o</sup> to 50<sup>o</sup> C and humidity upto 98%.

##### 2.2 FOUNDATION, INSTALLATION AND COMMISSIONING

- 2.2.1 The Bidder shall also make foundation, install, test and commission the equipment at place of delivery as per Delivery Schedule including schedule for making foundations, installation/erection and commissioning and prove out the same. All facilities required for the above such as, road mobile cranes, lifting tools & tackles, welding or cutting machine, first fill of all lubricants/oils and consumables etc shall also be as per the Technical Specification IV.
- 2.2.2 RITES/SRBWIPL shall provide the site required for foundation and installation machine(s). Also required electricity and water for installation and commissioning of machine shall be provided free of cost to the extent feasible. Covered space for storage of material for making foundation, installation and commissioning of the machine(s) shall be provided by SRBWIPL.

### **3.0 DELIVERY:**

- 3.1 The equipment shall be delivered at SRBWIPL, Kulti Distt. Bardhman, West Bengal, India within the delivery period mentioned in Invitation for Bids, Section –I and the Delivery Schedule indicated in Technical Specifications, Section IV.
- 3.2 Bidder should submit their delivery schedule, of equipment at SRBWIPL, Kulti, West Bengal, India including foundation preparation time, installation, final commissioning and completion/ prove out along with the offer.

### **4.0 PAYMENT TERMS:**

- 4.1 Payment of equipment shall be made as per the payment terms given below subject to recoveries, if any, by way of Liquidated Damages, TDS and any other taxes, as per the Government of India guidelines:
  - 4.1.1 50% of CIP site value of supplies portion including 100% of taxes and duties on receipt of equipment at SRBWIPL, Kulti and on production of Inspection Clearance Certificate, proof of receipt in good condition at site by RITES along with bill.
  - 4.1.2 Balance 40% of supply portion including the commissioning charges with 100 % service tax on completion of fabrication, erection/installation, commissioning and training and issue of Commissioning & Handing over certificate/Proving out Test Certificate and on providing Warrantees Guarantee Bond as per Annexure -7 of the tender. Where, however, the installation and commissioning of the system is delayed or put off beyond 90 days of the receipt of the goods at the ultimate destination due to express written instructions of the Purchaser/Consignee, the balance 40% payment shall be released to the supplier on his furnishing an additional Bank Guarantee to cover this 40% value.
- 4.1.3 The bank guarantee as mentioned above should be from a Nationalized Indian Bank or Scheduled Bank as per acceptable format of RITES/ Purchaser.
- 4.2 Balance 10% payment of total contract value shall be released after successful working for trouble free service for 01 month.
- 4.3 All payments shall be made in Indian Rupees. The payments shall be made by Cheque/ Electronic Clearance System (ECS) on a Bank in India.

### **5.0 INSURANCE:**

- 5.1 The equipment covered under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery for an amount equal to 110 percent (%) of total contract price of the equipment from “warehouse to warehouse” on “All Risks” basis including War Risks and Strike.

### **6.0 PACKING & MARKING:**

#### **6.1 PACKING:**

- 6.1.1 Contractor shall pack at his own cost the equipment sufficiently and properly for transit by rail/road/air as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination. He shall decide the packing for the equipment by taking into account the fact that the equipment will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (including monsoons) before being put to actual use. It is, therefore, imperative that packing for every item is decided by taking into consideration, inter-alia, the above vital factors, so as to eliminate damage/deterioration of items in transit/transshipment/handling or during storage.

- 6.1.2 Each package shall contain a packing note specifying the name & address of the Contractor, the number and date of the Letter of Award (LOA), mark as indicated in LOA and the description of the stores and the quantity contained therein.
- 6.1.3 The packing advices should bring out the weight, dimensions and size of each bundle/package. Where it is not possible to give weight of the bundles/packages, the Contractor must indicate the volume of the bundles/packages, the details of contents of each bundle/package, number of bundles/packages and total weight of the items supplied.

## 6.2 MARKING:

- 6.2.1 The following particulars should be stenciled with indelible paint on all the materials/packages or as mentioned in the contract :

- (i) LOA/Contract No.
- (ii) Item Description
- (iii) Abbreviated Owner/Purchaser marks.
- (iv) Box/Package No
- (v) Gross/Net weight in Kgs
- (vi) Dimensions (L x W x H) in Cms

## 7.0 TRANSPORTATION:

- 7.1 Where the Contractor is required under the Contract to transport the equipment to a specified place of destination defined as the Project Site, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Contractor, and the related cost shall be included in the Contract price.

## 8.0 PERFORMANCE GUARANTEE (PG BOND):

- 8.1 The successful bidder is expected to submit within 15 days of signing of Letter of Acceptance (Award Letter) an unconditional, irrevocable, Performance Bank Guarantee from a Nationalized Indian bank or Scheduled Bank established in India and acceptable to RITES Ltd as per Proforma enclosed at **Annexure 6** for an amount equivalent to 10% of the contract value.
- 8.2 In event of contract being awarded to NSIC registered firm seeking exemption from Performance Guarantee Bond, they should submit necessary proof for items and monetary limit of their registration with NSIC.
- 8.3 Non submission of above performance guarantee within stipulated time should lead to forfeiture of Bid Security/ EMD.
- 8.4 The performance guarantee shall be released on completion of the above period and satisfactory performance of the contract.
- 8.5 The purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Guarantee Bond in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the amount of the PG Bond any loss or damage which the purchaser may suffer or be put by reason of or due to any act or the default, recoverable by the Purchaser from the Contractor in of the contract under reference or any other contract and in either of the events aforesaid to call upon the contractor to maintain the amount of PG Bond at its original limit by furnishing fresh Bank Guarantee of additional amount, provided further

that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the contractor under this or any other Contracts with the Purchaser.

- 8.6 The PG Bond shall remain in force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the contract, i.e. till satisfactory commissioning of the equipment and consignee's works, and shall in the first instance be valid upto 12 (twelve) months after the last date of delivery of goods contracted to be purchased provided that before the expiry of the date of validity of the P.G. Bond, the contractor on being called upon by the Purchaser from time to time, shall obtain from the Guarantor Bank, extension of time for validity thereof for a period of six months on each occasion. The extension(s) aforesaid, executed on non-judicial stamp paper of appropriate value must reach the Purchaser at least thirty (30) days before the expiry of P.G. Bond on each occasion.
- 8.7 As and when the amendment is issued to the contract, the contractor shall within fifteen days of receipt of such amendment furnish to the Purchaser an amendment to the PG Bond rendering the same valid for the contract as amended and up to twelve months beyond the extended date of delivery or commissioning.
- 8.8 The PG Bond or any amendment thereto shall be executed on a stamped paper of requisite money value in accordance with law. All expenses to be borne by the Contractor.

#### **9.0 INSPECTION:**

- 9.1 RITES/ Purchaser reserves its right for pre-shipment / pre-dispatch inspection which may be carried out at manufacturer's / supplier's work by authorized representative of RITES to ensure that the material/ equipment, being supplied conform to the contractual specifications. Traveling, lodging and boarding expense of RITES' representative(s) shall be borne by RITES, but necessary facilities to carry out tests/ witness inspection shall be provided by the manufacturer/Supplier free of cost.
- 9.2 Manufacturer/ supplier shall give in writing, at least 10 days notice to RITES nominated inspection agency to enable it to depute its authorized representative to witness the inspection of the material/ equipment.
- 9.3 In case equipment fails or is found defective during inspection, as well as in those cases where equipment is not ready for inspection at the appointed time and dates, total cost of re-inspection including travel, lodging and boarding of the inspection officials shall be to manufacturer's / supplier's account.

#### **10.0 WARRANTY:**

- 10.1 Contractor shall provide complete warranty against any manufacturing defects, design and such other defects for a period of 24 months from the date of Commissioning or 30 months from the date of supply whichever is later. To this effect, the contractor shall provide a Warranty Bond from a Nationalized Indian bank or Scheduled Bank established in India and acceptable to RITES Ltd as per Proforma enclosed at **Annexure 7** for an amount equivalent to 10% of the contract value.
- 10.2 All the defects during the warranty period shall be removed by the Contractor at his own cost within reasonable period of time as agreed with RITES representative.
- 10.3 All replacement and repairs the Purchaser shall call upon the Contractor to deliver or perform under this warranty shall be delivered and performed by the Contractor within 15 days, promptly and satisfactorily. The warranty period shall be extended by the number of

days the machine remains under breakdown during the warranty period, the warranty period of such part(s) replaced and/or repairs and parts immediately connected thereto shall also be extended for a period of 24 months from the date of such replacement and/or repair.

- 10.4 The warranty herein contained shall not apply to any material which shall have been repaired or altered by the Purchaser, or on his behalf in any way without the consent of the Contractor, so as to effect the strength, performance or reliability or to any defects to any part due to misuse, negligence or accident. The decision of the Purchaser in regard to Contractor's liability and the amount, if any, payable under this warranty shall be conclusive and final.

## **11.0 AFTER SALES SERVICE AND SUPPORT:**

- 11.1 Tenderers are required to quote for a comprehensive Annual Maintenance Contract for 5 years after expiry of warranty for machine supplied against this specification, which will be inclusive of all spares, material and labour costs. The duties and taxes as applicable should be indicated separately. All consumables except Diesel/ fuel, lubricating oils or coolant shall form a part of the scope of comprehensive AMC.
- 11.2 Bidder should indicate clearly "after sales service and support" network available in India indicating the facilities available.
- 11.3 Offer for such equipment which do not quote for AMC as per clause 11.1 above and not have repair and maintenance base/ authorized agent for repairs within India are likely to be rejected.

## **12.0 SPARE PARTS:**

- 12.1 The bidder shall guarantee availability of all spare parts for a period of at least 10 years from the date of purchase order.

## **13.0 INDEMNITIES:**

- 13.1 The supplier shall indemnify and keep the Purchaser indemnified against all actions, proceedings claims, damages, costs and expenses arising from the incorporation in or use of work of any such articles, processes or supplies made under this agreement. Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of Stores for infringement or any right protected by patent, registration of design or trade mark and shall take all risk accidents or damages which may cause a failure or the supply of the whatever cause arising and the entire responsibility for the sufficiency of all the means used by the supplier for the fulfillment of the contracts provided always that in the event of any claim in respect of alleged break of letter patent, registered design or trade marks being made against the Purchaser the Purchaser shall notify the supplier of the same and the Supplier should at his own expenses settle and dispute or conduct any litigation that arise there from and the Purchaser will stand absolved of all responsibilities in that connections.

## **14.0 LIQUIDATED DAMAGES:**

- 14.1 If the bidder fails to supply the material / equipment or complete the work given under this contract within the agreed delivery schedules mentioned herein or any extension thereof authorized by the Purchaser and/or fails to fulfill their obligations under this contract, the Bidder shall be liable to pay liquidated damages and not by way of penalty, a sum equal to  $\frac{1}{2}$  (half) percent per week of delay in supply of complete equipment subject to maximum of 10 (Ten) percent of the contract value. The compensation shall be payable

by the Bidder without prejudice to the rights and remedies available to the Purchaser in respect of any fault/ default by the Bidder.

#### **15.0 PENALTY FOR DELAY IN COMMISSIONING:**

- 15.1 The successful bidder or his agent shall prepare foundation, install and commission the machine/ equipment within the stipulated time as shown in the tender/contract. The time schedule includes the time for foundation & installation in cases where foundation & installation is also to be undertaken by the Supplier on turn key.
- 15.2 The time allowed for preparation of foundation, installation and commissioning of the machine by the successful bidder or his agent shall be deemed to be the essence of the contract. In case of delay in commissioning of the machine on the part of the successful Bidder, the Purchaser shall be entitled to recover liquidated damages and the successful Bidder shall be liable to pay liquidated damage at the rate of  $\frac{1}{2}\%$  per week of the total contract value. Provided always that the entire liquidated damages to be paid under the provision of this clause shall not exceed 10%(ten percent) of the total contract value. After expiry of 5 months period from the date of default ie. from the date of call for commissioning by RITES, Purchaser will be at liberty to invoke the Performance guarantee bond submitted by the supplier.
- 15.3 Continuance of commissioning work after expiry of stipulated time will also not absolve the penalty as stated above.
- 15.4 The decision of the Purchaser, whether the delay in commissioning has taken place on account of reasons attributed to the successful bidder shall be final.

#### **16.0 TERMINATION:**

##### **16.1 TERMINATION FOR DEFAULT:**

- 16.1.1** Purchaser may, without prejudice for breach of contract, after 10 days from written notice of default sent to Supplier, terminate this contract in whole or in parts:
  - i) If he fails to deliver full or part consignment within the time period specified in the contract or any extension thereof granted by Purchaser
  - ii) If he fails to perform, any other obligations under the contract; or
  - iii) If he, in either of the above circumstances, does not rectify his failure within a period of 30 days (or longer period as specified by the Purchaser) after receipt of the default notice from Purchaser.
- 16.1.2** In the event RITES terminates the contract in whole or in part, pursuant to above, RITES may procure, upon such terms and in such manner as it deemed appropriate, equipment/ plant similar to those undelivered, and Supplier shall liable to RITES for any excess costs for such similar equipment/plant.

##### **16.2 TERMINATION FOR INSOLVENCY:**

- 16.1.2** RITES may at any time terminate the contract by giving written notice to Supplier without any compensation, if the supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right to action or remedy which has accrued or will be accrued thereafter to RITES.

#### **17.0 ARBITRATION/ SETTLEMENT OF DISPUTES:**

##### **17.1 MUTUAL SETTLEMENT OF DISPUTES:**

17.1.1 Except where otherwise provided for in the contract, all questions and dispute relating to any matter directly or indirectly connected with this agreement shall in the first place be resolved through mutual discussions, negotiations, deliberations and consultation between both the parties.

#### 17.2 CONCILIATIONS:

17.2.1 If the efforts to resolve all or any of the disputes through mutual settlement fail, such dispute shall be referred to the sole conciliator to be appointed by General Manager (Mech), RITES Ltd.

17.2.2 The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each parties.

17.2.3 The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.

#### 17.3 ARBITRATION:

17.3.1 If the efforts to resolve all or any of the disputes through conciliation fails, such disputes shall be referred to the sole arbitrator to be appointed by, General Manager (Mech), RITES Ltd.

#### 17.4 GENERAL:

17.4.1 Subject to aforesaid conditions the provisions of the **Arbitration and Conciliation Act 1996** or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

### 18.0 JURISDICTION:

18.1 The contract shall in all respect to construe and operative in conformity with Indian Law and subject to the Jurisdiction of Gurgaon Courts, India.

### 19.0 FORCE MAJEURE:

19.1 If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, epidemics, civil commotion, sabotage, fires, floods, explosions, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "event") provided notice of happening of any such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance of delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such has come to an end or ceased to exist, and the decision of the Engineer-in-charge as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Engineer-in-Charge, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit accepting such material, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

## **20.0 REMOVAL OF REJECTED STORES:**

- 20.1 On rejection of any stores submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as herein after stipulated, within 21 days of the date of intimation of such rejection.
- 20.2 All rejected stores shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such stores are not removed by the Contractor within the period aforementioned, the Inspector/Inspecting Agency may remove the rejected stores and either return the same to the Contractor at his risk and cost by such mode of transport as the Purchaser or Inspector may decide, or dispose of such stores at the Contractor's risk and on his account and retain such portion of the proceeds, if any, from such disposal as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Purchaser shall, in addition, be entitled to recover from the Contractor handling and storage charges on the rejected stores after the expiry of the time-limit.

## **21.0 QUANTITY VARIATION:**

- 21.1 The Purchaser reserves the right to increase or decrease the quantity upto 30% of the quantity offered by the successful tenderers at the rates & other terms and conditions offered by them. The tenderers are bound to accept the increase or decrease in the quantity under this clause at the time of placement of contract or during the currency of the contract. While operating this clause the quantity shall be rounded off to the nearest whole number. However, if the tendered quantity is 1 No, Purchaser reserves the right to increase the quantity under this clause to 2 Nos.

**TENDER NO: RITES/RW&IE/SRBWIPL/M&P- 26/2011**

**TENDER DOCUMENT**

**FOR**

**DESIGN, SUPPLY, ERECTION, TESTING AND  
COMMISSIONING WORK  
OF  
ESTABLISHMENT OF COMPRESSED AIR DISTRIBUTION  
SYSTEM  
ON  
TURN KEY BASIS**

**SECTION – IV**

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**TECHNICAL SPECIFICATION**

**RITES LIMITED**  
**TECHNICAL SPECIFICATIONS**  
**FOR**

**Establishment of Compressed Air Distribution System**

**Technical specification No. RITES/RW&IE/SRBWIPL/CADS/2011**

**1.0 DESCRIPTION AND SCOPE OF SUPPLY:**

**1.1 DESCRIPTION:**

- 1.1.1 To establish a Compressed air distribution system i.e Laying & fixing of overhead & underground compressed air pipe line capable of supplying compressed air to various points from a compressor house in the the KULTI Workshop having a bank of 02 compressor of 530 CFM each and 02 receivers of cap. 3000 CFM each,10.5 kg/cm<sup>2</sup>
- 1.1.2 Pipe line shall run overhead inside/outside of shops starting from storage points/air receivers to different locations of the shops and shall be supported by brackets/hangers along periphery & inside the shops. Distribution system shall be connected to the down take pipes to be run vertically on the columns/near consuming points with valves & fittings etc. The general layout of the scheme of pipe line in the various bay is shown in the drawing no.SAIL-RITES/RW&IE/NWF/07/REV.-1 enclosed with tender.
- 1.1.3 Bidders are advised to visit Kulti Workshop for detail study of the existing structure & layout of the workshop.

**1.2 SCOPE OF SUPPLY AND WORKS:-**

- 1.2.1 The scope of supply and services shall be as under:

1.2.1.1 Design, supply, fabrication, erection, laying, testing & commissioning of compressed air pipe lines from distribution point i.e air receivers of cap. 3000 CFM each (02 nos.) to various consuming points of the shop floor with in SRBWIPL /Kulti Workshop as per line diagram /drawing no.SAIL-RITES/RW&IE/NWF/07/REV.-1. **Bidder shall submit the provisional GA drawing of the complete compressed air pipe line distribution with the various necessary fittings/accessories as per their design & BOQ in their offer.**

1.2.1.2 Concomitant accessories (refer clause 1.2.2).

1.2.1.3 Supply, laying & fixing of compressed air MS Pipe (ERW)(Class M conform to IS:1239 (Latest version) fittings and accessories (refer clause 1.2.3).including civil engineering works for foundation/erection of overhead & underground fixing and laying of compressed air pipe line , fixing and connections of air pipe line, fittings and accessories from receiver to various shop inside the workshop site as per drawing no.SAIL-RITES/RW&IE/NWF/07/REV.-1 attached (refer clause 1.2.3.2).

1.2.1.4 Optional accessories (refer clause 1.2.4).

1.2.1.10 Installation, testing, and commissioning & handing over of the system

1.2.1.11 Training

1.2.1.12 After Sales Service

**1.2.2 CONCOMITANT ACCESSORIES:**

1.2.2.1 The air compressor/equipment shall include but not be limited to the following concomitant accessories whose cost shall be included in the basic price of the machine. However, their cost shall be given separately also for information of purchaser:

SN	Item	Qty.
1	Maintenance tool kit (List to be provided in the bid)	1 Set
2	Any other item/equipment required to make the compressed air distribution system fully functional at site .(items to be indicated in the bid).	1 Lot

**1.2.3 COMPRESSED/AIR PIPE SUPPLY AND ITS FIXING/LAYING:**

1.2.3.1 The distribution system shall take off from the Air Receivers of the compressor House. The system shall be provided with all necessary piping, fittings, isolating and stop

valves, Filter Regulator Lubricator (FRL), loops fitted with condensate traps, down take pipes, extensions, connections and misc. fittings as per requirement. BOQ of the material required is mentioned below. The BOQ is only indicative and may vary as per design and requirement. The tenderer shall be required to supply ISI marked pipe/equipment/fitting/accessories ( MS ) required for connecting the air Receivers to various points as indicated in the attached drawing no. SAIL-RITES/RW&IE/NWF/07/REV.-1, For this purpose, the scope of supply shall include but need not be limited to the following :

**Annexure- A(BOQ)**

SN	Item	Qty
i	(2")50 mm NB (bore), MS pipe (class M) ERW (IS:1239 Pt. I:2004) of reputed make like Jindal/TATA/Surya . Bidder to indicate the name of the offered brand.	1114 R Mtrs
ii	(3/4")20 mm NB (bore), MS pipe (class M) ERW (IS:1239 Pt. I:2004) of reputed make like Jindal/TATA/Surya . Bidder to indicate the name of the offered brand.	160 R Mtrs.
iv	(2")50 mm NB (bore) Ball Valve of reputed make such as Legris/Parker/Pneumax	19 Nos.
v	(1/2")15 mm NB (bore) Ball Valve( Bidder shall indicate the actual size to be used as per their design ) of reputed make such as Legris/Parker/Pneumax	77 Nos.
vii	QRC(Quick release coupling)Size -(1/2")15 mm	77 Nos.
viii	Filter Regulator & Lubricator Unit for down takes (1/2")15 mm	77 Nos.
ix	Moisture Seperator of reputed make such as Hydint/CP/Legris	04 nos.
X	Supporting pole in Finished wagon stabilising line, height -5 feet. Bidder to indicate the size, thickness etc.	12 nos.
xi	Supporting pole in Spun pipe plant -II, height -13 feet. Bidder to indicate the size, thickness etc.	06 nos.
Xii	Flange 50mm	400 nos.
xiii	Bends/Elbow -(2") 50 mm	150 Nos
xiv	Tees - (2")50 mm	50 Nos.
xv	Bends/Elbow - (3/4")20 mm NB	400 Nos.
xvi	Threaded elbow-(1/2")15mm NB	100 Nos.
xvii	Socket-(1/2")15mm NB, Tee-(1/2")15 mm	50 Nos.each
xviii	Connector-(1/2")15mm	400 nos.
xix	PU Hose reel with end connector. Bidder to indicate the size & make.	15 mtrs.
xx	Pressure Gauge. Bidder to indicate the make & range	04 nos.
xxi	Non Return valve. Bidder to indicate the make.	12 nos.
xxii	Any other item considered essential to lay the pipe line (list to be provided)	

1.2.3.2 Bidder shall quote the total labour & commissioning charges incl. fabrication, civil engineering works & painting of the compressed air pipe line(overhead and underground) as per drawing no. SAIL-RITES/RW&IE/NWF/07/REV.-1 attached.

**1.2.3.3 Note: For commercial evaluation purpose, only the cost of above items as per quantity indicated in Annexure A(BOQ) against each shall be taken into consideration. Total cost of the work shall be evaluated and compared by including the supply cost of above material & labour & commissioning charges as per CL. 1.2.3.2 on turn key ba-**

*sis. However, , the actual quantity to be supplied & length of pipe line to be laid may vary since it shall depend on the GA drawing approval by RITES/SRBWL as per conditions prevailing at the site. The quantity to be supplied in actual shall be finalised after the approval of GA drawing.*

- 1.2.3.4 The contractor shall also be required to carry out the work of fixing/fitment and laying of the pipe line and work shall include but need not be limited to painting, testing, rectifying & commissioning of MS pipe line for COMPRESSED close loop circuit with in SRBW/LKulti including fittings like bends, tees, elbows, flange, sockets, reducers, MS angles, gantry for taking pipe overhead with necessary supporting pole, auto drain trap etc. including handling/transportation, lifting, digging, cutting, welding, clamping, bolting, threading, sealing etc (inclusive of main and reduced pipe line) using contractor's/supplier's tools, machines, plants and all consumables such as electrode welding plant & gases The entire scope of work shall be in contractor's scope and the charges should be quoted separately under installation and commissioning charges on turn-key basis (for Pipe fixing/laying,erection/installation & commissioning charges) price should be given with break-up separately for total work as well per running metre.
- 1.2.3.5 The compressed air pipe line shall be laid overhead & under ground as per the scheme mentioned in the enclosed drawing no.SAIL-RITES/RW&IE/NWF/07/REV.-1, However, where it shall not be possible to fix/lay the pipe line over head/under the ground due to any reason beyond the control of supplier and/or owner it shall be laid with best possible solution under ground/over head with minimum damage to the building/road/shed structure etc. The contractor should repair the breakage etc to extent possible.
- 1.2.3.6 The contractor/supplier shall be responsible for arranging tools, machines, plant, equipment such as welding plant etc and consumables likes electrodes, gases etc.
- 1.2.3.7 The two pieces of pipes shall be joined by suitable flange/union joints for ease of maintenance.

#### **1.2.4 OPTIONAL ACCESSORIES:**

- 1.2.4.6 Tenderer should quote the following items as optional accessories separately and their price should not be included in the basic cost of the air compressor and associate equipment. These shall not be ordered and price shall not be considered for commercial price evaluation of the tender. However, in case of additional work or change in scope of the work due to any unforeseen circumstances at site, these rates shall be applicable and the final price shall be paid as per the quantity and actual work done on certification by RITES/SRBWL.

S N	Item	Qty.
1	(2")50 mm NB (bore),MS pipe (class M) ERW (IS:1239 Pt. I:2004) of reputed make like Jindal/TATA/Surya . Bidder to indicate the name of the offered brand.	1 R Mtr
2	(3/4")20 mm NB (bore),MS pipe (class M) ERW (IS:1239 Pt. I:2004) of reputed make like Jindal/TATA/Surya . Bidder to indicate the name of the offered brand.	1 R Mtr
3	(2")50 mm NB (bore) Ball Valve of reputed make like Legris/Parker/Pneumax /Kartar	1 No
4	(1/2")15 mm NB (bore) Ball Valve( Bidder shall indicate the actual size to be used as per their design )of reputed make like Legris/Parker/Pneumax	1 No
5	QRC(Quick release coupling)Size -(1/2")15 mm of reputed make Nitto/equivalent	1 No
6	Filter Regulator & Lubricator Unit for down takes (1/2")15 mm of	1 No

	reputed make like CP/Legris/Schrader	
7	Moisture Seperator High capacity of reputed make Hydint/Legris ..	1 No
8	Supporting structure/pole required in Finished wagon stabilising line, height -5 feet . Bidder to indicate the size, thickness etc.	1 No
9	Supporting structure/ pole required in Spun pipe plant -II, height - 13 feet. Bidder to indicate the size, thickness etc.	1 No
10	Flange 50mm	1 No
11	Bends/Elbow -(2") 50 mm	1 No
12	MS angle – 50 x 50 x 6 mm	1 R Mtr
13	Hose pipe(s) including fittings/clamps for distribution of air (12 Pieces)	1 R Mtr
14	Pneumatic Gauges to give the air pressure in the air line.	1 No
15	Safety cage for FRL	1 No.
16	Socket 50mm	1No.
17	Dyna Swivel ( 1/4")	1No.
18	Bends/Elbow -(2") 50 mm	1 No
19	Tees - (2")50 mm	1 No
20	Bends/Elbow – (3/4")20 mm NB	1 No
21	Threaded elbow-(1/2")15mm NB	1 No
22	Socket-(1/2")15mm NB, Tee-(1/2")15 mm	1 No
23	Connector-(1/2")15mm	1 No
24	PU Hose reel with end connector. Bidder to indicate the size & make.	15 M.
25	Pressure Gauge. Bidder to indicate the make & range	1 no.
26	Non Return valve. Bidder to indicate the make.	1 no.
27	Work of fixing & laying MS pipe line of dia. 2 inch along with necessary items/material under the ground below 1(one) meter below the ground level.	1 R mtr
28	Work of fixing & laying MS pipe line of dia. 2 inch along with necessary items/material under the ground below1(one) feet below the ground level.	1 R mtr
29	Work of fixing & laying MS pipe line of dia. 2 inch along with necessary items/material over the ground 5 meter above the ground level.	1 R mtr
30	Work of fixing & laying MS pipe line of dia. 2 inch along with necessary items/material under the ground above 4 meter above the ground level.	1 R mtr
31	Work of fixing & laying MS pipe line of dia. 3/4 inch along with necessary items/material for drop down/tapping point	1 R mtr

### 3.0 BASIC DESIGN FEATURES:

- 3.1 All fittings and lengths of pipe for service lines shall be examined before assembly and made free from scale or dirt. They shall be washed out with a suitable non-flammable solution which would effectively remove grease and dirt, where required.
- 3.2 The pipelines will be generally laid in overhead positions at heights stipulated in the drawing no.SAIL-RITES/RW&IE/NWF/07/REV.-1 normally along structures/columns inside the shop floor area. Where the pipelines run outside the shop the pipelines shall be taken along support structures at heights stipulated in the drawing no.SAIL-RITES/RW&IE/NWF/07/REV.-1 normally to be designed and provided by the contractor.

**Laying scheme of main pipe & branch pipe line for overhead or under ground, drop down points, height of drop down points from floor level is indicative only in the enclosed drawing no. SAIL-RITES/RW&IE/NWF/07/REV-1. Bidder shall design and propose the laying scheme as per latest industry norms and submit the Provisional GA drawing with the necessary arrangement of fittings/accessories/equipments with the offer with BOQ.**

- 3.3 Inside the shop floor areas, the pipelines shall be clamped on support brackets/Hangers to be fixed to the Steel columns/beams/roof girders etc. Outside the shop floor areas the pipelines shall be similarly clamped on the brackets carried on support structures. The support brackets inside as well as the support structures outside the shop floor area shall be under scope of work by contractor. In all these cases the contractor shall provide suitable clamps, and these clamps shall be secured to the support brackets/inserts by means of welding screwing/bolts and nuts etc. The foundations required for supporting structures shall also be made by the successful bidder.
- 3.4 Wherever pipelines or structures cross the rail tracks/roads, the structures are to be designed so as to give a clear minimum height of 5000 mm from top of rail level/road to the lowest point of the overhead pipelines/structure. Also the horizontal distance between the centers of the rail track to the nearest edge of the structure should be at a minimum distance of 2500 mm. Wherever pipes have to cross rail tracks/roads, the same shall be laid below min. 3 feet(Cut & cover & restoration in original shape) by the contractor. The pipes thus buried shall be suitably protected against corrosion and mechanical damages.
- 3.5 Piping systems shall be designed, fabricated and installed so as to have sufficient flexibility and prevent development of undesirable forces or moments at points of connections to equipments, anchorages or at guide points due to thermal expansions. The contractor shall be responsible for the proper fabrication of all piping systems with regard to expansion and flexibility including the branch lines and connections to equipment. The contractor in his design shall indicate the type of expansion loops, they are incorporating and show them in the layout drawing no.SAIL-RITES/RW&IE/NWF/07/REV-1 called for.
- 3.6 Pipe sizes wherever not specified in drawing no.SAIL-RITES/RW&IE/NWF/07/REV-1 shall be designed on the basis of safe velocities rather than on economic velocities.

### 3.7 PIPE LINE MATERIAL

Material used must be:

- a) Mild Steel ERW Class M pipes suitably welded together or attached with gasketed flanges passing the ISI standards.
- b) All pipes must be coated with protective paints.
- c) Pipes used must have close control on dimension from out side as well as inside, in order to provide leak free connection with the fittings.
- d) The system must be guaranteed for leakage free service for a minimum period of 2 years from date of commissioning, up to 8 bar pressure.
- f) All fittings used shall be of non corroding. Any other equivalent alternative material or standard of the pipe lines may be also detailed in the offer as an optional alternative. The fittings shall be quick and easy to assemble and disassemble.

### 3.8 PIPE BENDS

- 3.8.1 Pipe bends must be made true to angle and have a smooth surface free of flat spots and corrugations. A cross section through any bent portion of the pipe shall be true in

diameter within +/- 3% of the pipe diameter. Bends should ensure minimum pressure drop.

### **3.9 VALVES**

3.9.1 Suitable valves shall be provided in the pipe line system for section isolation, equipment isolation, pressure relief, control of pressure and flow rates, for venting and draining etc. The valves provided shall be suitable for the service conditions in all respects and shall be selected and located considering easy operation and maintenance. The valves provided shall include , but not limited to the following:

i) Isolating valve at the start of each main pipe, at four corners of the closed loop formed for each shed, and at both ends of each branch pipe provided inside the shed. Air shall be fed through 02 air receivers, Bider shall provide the isolating valve in such a way that either air is fed through either receiver or from both the receivers.

ii) At the end of each dropper and each tapping connection.

iii) **The bidder shall furnish a schematic drawing/provisional GA drg. showing the details of the arrangement proposed.**

3.9.2 The tenderer shall indicate clearly in their offer the makes of different types of valves, meters and gauges used in the scheme and locate them in the schematic diagram.

### **3.10 FILTER-CUM-REGULATOR-CUM-LUBRICATORS.**

3.10.1 Filter -cum-regulator -cum- lubricators are to be provided on all down take pipes so that all contaminants in air from compressor room are separated before reaching the essential equipment and tools.

3.10.2 The size of the filter and surface area of the filter element shall be generously proportioned so as to ensure that the pressure drop across the filter is kept to the bare minimum.

### **3.11 Moisture Separator with Auto Drain:**

3.11.1 At suitable points and ( preferably at 04 sides of closed loop formed for each bay), moisture trap shall be provided as per general industry practise. Bidder shall indicate the arrangement of moisture trap in the GA drg with total quantity & make.

### **3.12 Cleaning, Purging and Commissioning:**

3.12.1 The urged with dry oil free air till all dirt and foreign matters are removed.

### **3.13 Painting**

3.13.1 Pipe line to be painted by giving under coat of primer/zinc phosphate primer and two coat of epoxy/PU paint ( one coat before erection and one coat after erection) as per colou coding provided in latest IS standard norms. Suitable epoxy painting on under-ground pipe shall be done as per standard norms. The pipe line should be marked with flow directions. Paint shall be of reputed make like Berger/Asian Paints/Dulux/Akzonoble and colour shade shall be advised by the RITES/SRBWIPL.

### **4.0 SPARES:**

4.1 The tenderer should quote price on CIP/ Kulti(destination) basis, manufacturer's recommended spares for equipments/fittings etc. for normal operation and maintenance. The rate of each item of spares should be indicated separately also. The purchaser reserves the right to order or not to order any or all the spares as quoted or reduce or increase the quantity considered reasonable by him.

4.2 The spares shall be supplied along with the machine.

5.0 **Technical Litrature:** Successful bidder shall provide 02 copies of necessary catalogue design drawing, specification of the equipment/system to enable the client i.e SRBWIPL to assess the important technical features of the equipments & design of system.

### **6.0 DEVIATIONS:**

6.1 The bidder shall certify that the offered machine meets the technical specification.

Deviation if any should be submitted in the format specified in Annexure-5,Section –VII

#### **7.0 INSPECTION & TESTING:**

- 7.1 For Compressed Air Pipe and its fittings where it is not possible to carry out the performance and functional test at supplier's premises the visual and physical inspection shall be carried out at supplier/agent/dealer premises. Compressed Air Pipe and its fittings Compressed Air Pipe and its fittings shall be ISI marked. However, Manufacture's test certificate shall be made available to inspector/inspecting agency.
- 7.2 New pipe lines after being laid for each shop should be pressure tested after assembly .There shall not be pressure drop more than 3 to 4 % of the pressure at feeding point for the first 02 hours except that arising out of temp. variation at the farthest point. In 24 hours, max. pressure drop allowed at the farthest point is 5-6 % of the pressure at feeding point.

#### **8.0 INSTALLATION/FOUNDATION, COMPRESSED AIR PIPE LINES RELATED DRAWING**

- 8.1 The supplier/contractor (successful bidder) shall furnish to Owner/SRBWIPL directly 2 (two) copies of compressed Air pipe line GA drawing no. with Bill of Material and other related diagrams giving Compressed Pipe Line layout from the air receivers to the Kulti workshop, details of overall dimensions, installation/foundation details, within 2 weeks of receipt of Letter of Advance Acceptance of Tender to enable all preparations to be made for commissioning of the compressed air pipe line. Work will be started immediately after the approval form the RITES/SRBWIPL.
- 8.2 Tenderer is being invited on turn-key basis as such all the work related to foundation/installation, laying & fixing of compressed pipe line shall be in contractor's scope (including material, labour, tools/equipment, supervision etc). SRBWL shall only provide clear site, before arrival of consignment, electricity etc.

#### **9.0 INSTALLATION, COMMISSIONING & PROVING TESTS:**

- 9.1 The contractor or his agent shall carry out a joint check at the consignee's end along with the RITES/SRBWL or their authorised person before unpacking is done to avoid subsequent complaints regarding any short supply or transit damages. Joint inspection is to be done immediately on receipt of the consignment(s) by the consignee to avoid commissioning delay.
- 9.2 Compressed Air pipe line & associated equipment/accessories erection /laying/installation shall be carried out under supervision of manufacturer/supplier or their authorised representative.
- 9.3 All the pipe line/equipment/fittings & accessories required for laying & fixing the air pipe line shall be supplied by the successful bidder as per approved GA Drawing & BOQ with in 60 days after the approval of GA drawing by RITES/SRBWIPL
- 9.4 The RITES/SRBWIPL obligation with regard to installation & commissioning of Compressed Air Pipe Line shall be limited to supplying following free of charges/cost at site :
- i) Clear site
  - ii) Storage of material
  - iii) Electricity & water for purpose of installation/commissioning of the machine.
- 9.5 The manufacturer or his agent shall commission and hand over the complete compressed air pipe line with in 60 days after the delivery of the material. The successful bidder or his contractor has to complete the entire work with in 120 days from the date of approval of GA drg.
- 9.6 The working of pipe line shall be demonstrated by the supplier or his agent after successful commissioning & handing over at the consignee's works for a period of one, eight hour shift.

- 9.7 If any part/sub-assembly/assembly is required to be taken back to the manufacturer's premises for repair/replacement either before commissioning or during warranty, the manufacturer or his agent shall be required to submit an Indemnity Bond.

**10.0 TURN-KEY CONTRACTS:**

- 10.1 **The contract shall be awarded on a turn-key basis.** The scope under turn-key basis shall be as under:
- i) Design, construction, fixing and laying of Compressed Air pipe line and connection of accessories/fitting at Kulti workshop.
  - ii) Civil engineering work with regard to erection of compressed air pipe line.
  - iii) Making connection of compressed air line, fitting and accessories as per GA drawing approved by RITES/SRBWL.
  - iv) All safety norms for compressed air pipe line distribution system should be maintained by the successful tenderer.
  - v) Testing, commissioning and prove out of compressed air pipe lines, fittings and accessories (system as a whole)
- 10.2 Contractor shall be responsible also for disposal of evacuated material if any from site to nominated place by SRBWIPL within the SRBWIPL plant.
- 10.3 Supplier/contractor shall arrange necessary insurance cover with appropriate third party liability cover personnel accident policy as applicable for the workmen crew. If any accident /injury/loss occurs while erection of pipe line system,to any other person/public and the properties of client i.e SRBWIPL/ other agency/third party, the supplier/contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities.
- 10.4 Supplier/contractor has to make their own arrangement for accommodation, local transport and other amenities for their workmen.

**11.0 TRAINING:**

- 11.1 Bidder shall train operators/ maintenance staff nominated by SRBWL for a minimum period of five 08 hours shifts during commissioning of the equipment at site.

**12.0 AFTER SALES SERVICE:**

- 12.1 The tenderer shall undertake to provide product support for a minimum of 5 years after expiry of warranty period. Product support must essentially include availability of spares and maintenance back-up.

**13. BOUGHT OUT ITEMS**

- 13.1 The bidder shall furnish alongwith the offer a list of all critical items/sub-assemblies which are bought out by the bidder and proposed to be used, alongwith the manufacturer's name, brand and model. The successful bidder may be required to produce invoices to ensure genuineness of such products by the inspecting agency.

**14.0 DELIVERY AND COMPLETION PERIOD:**

- 14.1 For the establishment of compressed air distribution system in SRBWIPL/Kulti the delivery and completion period shall be;

S. N	Items to Perform	Time Schedule (in Months)	Remarks
1	The equipment/material shall be supplied at SRBWL, Kulti (Delivery Period)	2 months	From the date of approval of GA Drawing
2	Total period inclusive of, supply, fabrication, erection/installation,testing and commissioning and handing over the compressed air pipe line to the client i.e SRBWIPL	4 months	From the date of approval of GA Drawing.

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**TENDER DOCUMENT**

**FOR**

**DESIGN, SUPPLY, ERECTION, TESTING AND  
COMMISSIONING WORK  
OF  
ESTABLISHMENT OF COMPRESSED AIR DISTRIBUTION  
SYSTEM  
ON  
TURN KEY BASIS**

**SECTION – V**

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**BID FORM AND PRICE SCHEDULE**

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## BID FORM AND PRICE SCHEDULE

(Ref Cl. 8.1 of Instruction to Tenderer)

(On letter head of the Manufacturer and should be signed by the Competent Authority)

To,

General Manager (RW & IE),  
RITES Limited, RITES Bhawan,  
Plot No. 1, Sector 29, Gurgaon – 122001 (Haryana), India.

RITES Ltd. Tender No ..... Due date of opening .....

- 1 We..... hereby certify that we are established manufacturer / authorised agents of M/s .....with factory at ..... where the production methods, quality control and testing of the parts and materials manufactured or used by us are open to inspection by the representative of RITES Limited.  
We hereby offer to complete work of establishment of compressed air distribution system which include supply and delivery of pipe line & fittings , install and commission, put into service and prove out on turn key basis as per schedule given (within the completion period of 4 months from the date of approval of GA Drawing)
- 2 It is hereby certified that we have understood the Instructions to Tenderers, Conditions of the Contract attached to the tender and have thoroughly examined the technical specifications and are fully aware of the nature of stores required and our offer is to supply stores strictly in accordance with the requirements and to the terms of the tender. We also agree to solely abide by all the tender conditions if the contract is awarded to us.
- 2 We hereby offer to supply the stores detailed above or as you may specify in the Letter of Award of the Contract at the price quoted and agree to hold this offer open for acceptance for a period of 180 days from date of opening of the tender.
- 3 Earnest Money for an amount equal to Rs..... is enclosed in form of Bankers Cheque /Demand Draft bearing No..... issued by ..... in favour of RITES Ltd. Payable at Gurgaon is enclosed.
- 4 We posses the necessary industrial license from the Government of India for manufacturing/ marketing of the item offered (Details enclosed)  
OR  
No industrial licence is required for manufacturing/ marketing of the item offered.
- 5 We are authorised agent of the manufacturer/principals M/s ..... whose item we have offered. Letter of current and valid authority is enclosed as per **Annexure – 2**.
- 7.0 We hereby declare that in quoting the above price, we have taken into account the entire credit on inputs available under MODVAT scheme introduced w.e.f 1<sup>st</sup> March 1986 and further extended on more items till date.
- 8.0 We further agree to pass on such additional duties become available in future in respect to all the inputs used in the manufacture of the final product on the date of supply under the MODVAT scheme by way of reduction of prices and advise the purchaser accordingly.

Date: .....

Signature and Seal of the Tenderer

### PRICE SCHEDULE

(All prices to be quoted only in Indian Rupees)

<b>1</b>	<b>Item No</b>	<b>46</b>
2	Description	<b>Establishment of Compressed Air Distribution System</b>
3	Specification / Model No	<b>RITES/RW&amp;IE/SRBWIP L/CADS/2011</b>
4	Unit	Complete system
5	Quantity	<b>01 no.</b>
6.1	*Ex factory price of MS Pipe line/fittings/Equipments	Pl. refer C. 1.2.3.1 Annexure A (BOQ) of Tech. spec.no. <b>RITES/RW&amp;IE/SRBWIP L/CADS/2011</b>
6.2	Excise Duty	
6.3	Other Levies	
6.4	Sales Tax	
6.5	Packing charges	
6.6	Forwarding Charges	
6.7	Freight to destination	
6.8	Insurance Charges (if any)	
6.9	Other Charges if any (should be specified clearly)	
6.10	CIP Destination Price (Total of 6.1 to 6.9)	
6.11	Discount if any	
6.11	Net Price after discount (both in figures and words)	
7.0	Installation & Commissioning of compressed air pipe line as mentioned in drg. no. SAIL-RITES/RW&IE/NWF/07/REV.-1 attached including materials required for installation & commissioning	Pl. refer clause 1.2.3.2 of tech. specification

	& Fabrication, laying, civil engineering work & other allied work.	
8.0	Training Charges (if any)	
9.0	Taxes, if any	
10.0	Total cost of supply & commissioning (both in figures and words) incl. taxes. ( sl. no. 6.11+7+8+9)	

**Note:** 1) Please delete whichever is not applicable.

2) Tenderer should note that discount quoted by them other than in specified column/space will not be taken into consideration for comparison/ evaluation purpose.

3) Bidder shall submit the price break up of the installation & commissioning work as mentioned below for calculating the variation at the time of execution of the project, However bidder shall quote total lump sum price in the para 7.0 above.

1	Work of fixing & laying MS pipe line of dia. 2 inch along with necessary items/material under the ground below 1(one) meter below the ground level.	1 R mtr
2	Work of fixing & laying MS pipe line of dia. 2 inch along with necessary items/material under the ground below 1(one) feet below the ground level.	1 R mtr
3	Work of fixing & laying MS pipe line of dia. 2 inch along with necessary items/material over the ground 5 meter above the ground level.	1 R mtr
4	Work of fixing & laying MS pipe line of dia. 2 inch along with necessary items/material under the ground above 4 meter above the ground level.	1 R mtr
5	Work of fixing & laying MS pipe line of dia. 3/4 inch along with necessary items/material for drop down/tapping point	1 R mtr

The CIP rates for optional accessories and mandatory and recommended spares should be quoted for:

11.0	<p>Optional Accessories</p> <p><b>Unit price and qty to be furnished separately</b></p> <p>(These may or may not be ordered any or in part or full quantity).</p>	
12.0	<p>Mandatory and recommended Spares for 2 years period (As per Section IV )</p> <p><b>Unit price and qty to be furnished separately</b></p> <p>( Recommended spares may or may not be ordered any or in part or full qty )</p>	
13.0	<p>AMC for a period of 5 years inclusive of all spares, material and labour costs. All consumables except Diesel/ fuel, lubricating oils or coolant shall form a part of the scope of comprehensive AMC.</p> <p>( <i>AMC charges will not be considered for tender evaluation</i> )</p>	
13.1	The duties and taxes as applicable should be indicated separately	

The Delivery Period, Foundation Making & Commissioning Period offered should be indicated as under as applicable:

14.0	Delivery Period at Destination/Site	
15.0	Foundation making period (if applicable)	
16.0	Installation and Commissioning Period	

Date: .....

Signature and Seal of the Tenderer

**Note:**

- 1) *The offer must be submitted as per the above format. The prices should be both in figures and words*
- 2) *In case of Turn Key basis contracts the desired rates should also be quoted.*
- 3) *No alterations or erasures in the offer are permitted. Any correction made in the offer must be initialed by the tenderer.*

**TENDER NO: RITES/RW&IE/SRBWIPL/M&P- 26/2011**

**TENDER DOCUMENT**

**FOR**

**DESIGN, SUPPLY, ERECTION, TESTING AND  
COMMISSIONING WORK  
OF  
ESTABLISHMENT OF COMPRESSED AIR DISTRIBUTION  
SYSTEM  
ON  
TURN KEY BASIS**

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**SECTION – VI**  
**CHECK LIST**

**SECTION-VI**

**CHECK LIST**

**TENDER NO: RITES/RW&IE/SRBWIPL/M&P-26/2011**

Note: The check list may be duly filled in and submitted with the offer.

<b>S No</b>	<b>Document</b>	<b>Yes</b>	<b>No</b>
1	Have you purchased the original Tender/Bid Documents. In case of tender /Bid Document down loaded from RITES website, Have you submitted the cost of tender in the form of DD.		
2	Have you submitted an Earnest Money Deposit (EMD)		
3	Have you submitted current and valid Letter of Authority from manufacturer (in case of authorized agents)		
4	Have you submitted Performance Statement as per the proforma along with the certificates.		
5	Credentials & Certificate are submitted duly attested by a authorized person of the tenderer.		
6	Have you submitted Statement of deviation from Tender Conditions (Instructions to Tenderer, Conditions of the contract) as per the Annexure -4		
7	Have you submitted Statement of deviation from Tender Technical Specification as per Annexure -5		
8	All the pages of Tender Documents have been signed by the authorized person under seal of the firm		
9	Have you quoted in complete CIP destination price including the cost of Concomitant/Standard accessories in the price of the machine/equipment		
10	Have you quoted for all the Optional items		
11	Have you quoted in the prescribed proforma		
12	Have you quoted the entire bid price in Indian Rupees		
13	Have you quoted the rates in both words and figures		
14	Have you indicated detailed delivery schedule		
15	Have you kept your offer valid for 180 days		
16	Have turnover figures certified by the auditor.		

Signature and Seal of the Tenderer

**TENDER NO: RITES/RW&IE/SRBWIPL/M&P- 26/2011**

**TENDER DOCUMENT**

**FOR**

**DESIGN, SUPPLY, ERECTION, TESTING AND  
COMMISSIONING WORK  
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TURN KEY BASIS**

**SECTION – VII**

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**ANNEXURES & PROFORMA**

## **ANNEXURE – 1**

(Please refer Clause 8.1 of Instructions to Tenderer)

### **PROFORMA FOR COMPLETION/PERFORMANCE STATEMENT**

(attach separate sheet)

S. No	Full address of Purchaser with contact details	Name and contact details of actual user (Tel/ Fax/E-mail etc)	Order No. and Date	Description of work with date of advertisement & bidding	Qty	Value of order	Date of delivery	Date of commissioning	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

The information detail given above is correct and in case the information given is incorrect the offer is liable to be rejected.

*Signature of Authorised Signatory*  
(Name/Designation & Seal)

Note: 1. Complete details should be given  
 2. The details should be in order of capacity-wise  
 3. The Completion certificate/Performance Certificate of the work completed from the consignee/end user with regard to, working satisfactorily for more than two year should be enclosed, without which the offer is likely to be rejected.

**ANNEXURE – 2**

(On letter head of the Manufacturer and should be signed by the Competent Authority)

**PROFRORMA FOR LETTER OF AUTHORIZATION FROM THE  
MANUFACTURERS**

Ref. No:.....

Date.....

To,  
General Manager (Mech),  
Technical Services Division,  
RITES Limited,  
RITES Bhawan,  
Plot No. 1, Sector 29,  
Gurgaon – 122001 (Haryana), India.

Dear Sir,

Sub: Tender No.....

We, ..... an established manufacturer of ..... having factory at..... and office at..... We authorise M/s ..... (name and address of agents) to sell our products and can participate in above mentioned tender directly in accordance with their Terms of Business. We shall provide strong technical support to our authorize agent as well as to the final user. In case of default by our authorized dealer, the contractual liabilities shall lie with us.

No firm or individual other than M/s..... are authorized to represent us in regard to the business against this specific tender.

Yours faithfully

Signature  
(Name )  
For & on behalf of M/s.....(Manufacturer)

**ANNEXURE - 3**

**COMMERCIAL DETAILS**

Tender No..... Due date ate of opening.....

- (i) Name of the firm
- (ii) Address of firm with Telephone No(s), Fax No(s)
- iii) Is the firm a small scale unit registered with NSIC ?  
If so, a copy of the registration certificate should be enclosed.
- iv) Name and address of the Banker.
- v) Last 5 years turn over.  
(Documentary evidence should be enclosed)
- vi) A copy of PAN / TAN
- vii) Details of After sale & Service of the equipment offered

Signature  
(Name/Designation)

**ANNEXURE – 4**

(Refer Clause 23.2, Instructions to Tenderer)

**PROFORMA FOR STATEMENT OF DEVIATIONS  
FROM  
TENDER CONDITIONS**

We M/s ..... hereby certify that there are only following deviations from the requirements of the Instructions to Tenderer, Conditions of the Contract in our offer No..... dated..... against RITES Ltd. Tender No..... dated.....

<b>Clause No.</b>	<b>Deviation</b>	<b>Remarks (justification if any)</b>

We certify that there are no other deviations.

(Signature and Seal)  
of the Tenderer

**NOTE: If there is no deviation, then the statement indicating “NO DEVIATION” should be submitted with the tender.**

**ANNEXURE -5**  
(Refer Clause 23.2 of Instructions to Tenderer)

**PROFORMA FOR STATEMENT OF DEVIATIONS**

**FROM**

**TECHNICAL SPECIFICATIONS**

RITES Tender No..... Due on .....

We, M/s ....., hereby certify that the following deviations are there from the tender requirements of the Technical Specifications.

Clause No.	Deviation	Remarks (justification if any)

(Signature and Seal)  
of the Tenderer

**NOTE: If there is no deviation, then the statement indicating “NO DEVIATION” should be submitted with the tender.**

**Annexure-6**  
**(sheet 1/2)**  
(Refer Clause 8.0 of Conditions of Contract)

**PROFORMA OF BANK GUARANTEE BOND TOWARDS CONTRACT  
PERFORMANCE GUARANTEE**

Bank Guarantee No \_\_\_\_\_

Date \_\_\_\_\_

To,

(Name of Purchaser)

Against contract vide Letter of Acceptance No \_\_\_\_\_ dated \_\_\_\_\_ covering supply of \_\_\_\_\_ (hereinafter called the said 'contract') entered into between General Manager (Mech), RITES Limited (A Govt. of India Enterprise), Gurgaon and \_\_\_\_\_ (hereinafter called the 'Contractor'), this is to certify that at the request of the Contractor we, \_\_\_\_\_ Bank Ltd., are holding in trust in favour of the General Manager (Mech), RITES Limited an amount of Rs \_\_\_\_\_ ( write the sum here in figures as well as words) to indemnify and keep indemnified the General Manager (Mech), RW&IE, RITES Limited against any loss or damage that may be caused or likely to be caused to or suffered by the General Manager (Mech), RW&IE, RITES Limited by reason of any breach by the contractor of any of the terms and conditions of the said contract and/or the performance thereof.

We agree that the decision of the General Manager (Mech), RW&IE, RITES Limited, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the contractor and the amount of loss or damage that has been caused or suffered by General Manager (Mech), RW&IE, RITES Limited shall be final and binding on us and the amount of the said loss or damage shall be paid by us forth with on demand and without demur to the General Manager (Mech), RW&IE, RITES Limited.

We \_\_\_\_\_ Bank., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the contractor i.e. till \_\_\_\_\_ (the date upto 12 months after the date of shipment / delivery of goods ordered) hereinafter called the 'said date' and that if any claim accrues or arises against us, \_\_\_\_\_ Bank., by virtue of this guarantee before the said date, the same shall be enforceable against us, \_\_\_\_\_ Bank., notwithstanding the fact that the same is enforced within six months after the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the General Manager (Mech), RW&IE, RITES Limited.

It is fully understood that this guarantee is effective from the date of the said contract and that we, \_\_\_\_\_ Bank., undertake not to revoke this guarantee during its currency without the consent in writing of the General Manager (Mech), RW&IE, RITES Limited.

We, \_\_\_\_\_ Bank, further agree that the General Manager (Mech), RW&IE, RITES Limited shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the General Manager (Mech), RW&IE, RITES Limited (against the said Contractor and to forbear or enforce

**Annexure-6**  
*(sheet2/2)*

any of the terms and conditions relating to the said contract and we, \_\_\_\_\_ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance and or omission on the part of the General Manager (Mech), RW&IE, RITES Limited or any indulgence by General Manager (Mech), RW&IE, RITES Limited to the said Contractor or by any other matter or thing what-so-ever, which, under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

We \_\_\_\_\_ Bank., further agree that the guarantee herein contained shall not be affected by any change in the constitution of the said Contractor.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Place \_\_\_\_\_

Name \_\_\_\_\_

(Designation)

Witness \_\_\_\_\_  
\_\_\_\_\_

(Bank's Common Seal)

**ANNEXURE – 7**

*(sheet 1/2)*

(Refer clause-10.0 of Contract Conditions , Section III)

**PROFORMA OF BANK GUARANTEE BOND FOR 10 (TEN) % CONTRACT VALUE  
TOWARDS WARRANTY GUARANTEE**

Bank Guarantee No\_\_\_\_\_

Date\_\_\_\_\_

To,

\_\_\_\_\_  
(Name of Purchaser)

**Sub:** Guarantee No\_\_\_\_\_ for Rs \_\_\_\_\_ (Amount) Covering  
Machine(s) Serial No\_\_\_\_\_ supplied to SRBWIPL, KULTI (Owner)

**Ref:** Contract (LOA) No\_\_\_\_\_ dated\_\_\_\_\_ placed on M/s\_\_\_\_\_

WHEREAS M/s\_\_\_\_\_ one of our constituents, (hereinafter called the "Seller")  
have agreed to sell to you \_\_\_\_\_ Nos. of \_\_\_\_\_ (give description  
of machine/equipment) as per Contract (LOA) No\_\_\_\_\_ dated\_\_\_\_\_ (herin after  
called the "the said contract").

AND WHEREAS according to the terms of said contract, it has been stipulated that payment of  
10 (ten) % of the value of the stores would be made, provided that the Sellers furnish to the  
Purchaser a Bank Guarantee from a recognized/schedule bank, acceptable to the Purchaser for  
10% of the value of the said contract, valid for a period covering in full the Guarantee Period as  
per the warranty clause of the said conditions of the contract, being the conditions attached to  
and forming part of the said contract.

AND WHEREAS the Sellers have approached us to give the said Bank Guarantee on their  
behalf in your favour for an amount representing 10% of the value of the said contract which  
you have agreed to accept.

That in consideration of the promise and at the request of the said Sellers, we hereby irrevocably  
undertake and guarantee to pay to the General Manager (Mech), RITES Limited (A Govt. of  
India Enterprises) or at such other place as may be determined by you forthwith on demand and  
without any demur, any sum upto a maximum amount of Rs \_\_\_\_\_  
(Rupees \_\_\_\_\_) representing 10% of the value of the stores delivered  
under the said contract in case the sellers make default in paying the said sum or make any  
default in the performance, observance or discharge of the guarantee contained in the said  
contract.

We agree that the decision of the General Manager (Mech), RITES Limited whether any default  
has occurred or has been committed by the Sellers in the performance, observance or discharge  
of the guarantee aforesaid shall be conclusive and binding on us.

General Manager (Mech), RITES Limited shall be at liberty, from time to time, to grant or allow  
extension of time or give other indulgence to the said Sellers or to modify the terms

**ANNEXURE – 7**  
*(sheet 1/2)*

and conditions of the contract with the said Sellers without affecting or impairing this guarantee or our liability hereunder.

This bank guarantee comes into force when the balance 10% of the value of the stores, delivered vide LR/RR No \_\_\_\_\_ dated \_\_\_\_\_ under the said contract, has been paid and will remain in full force and effect upto \_\_\_\_\_ i.e., for \_\_\_\_\_ months counted from the date of placing the stores in service, and, shall continue to be enforceable for further six months i.e. upto \_\_\_\_\_ (date), hereinafter called the said date.

That no claim under this guarantee shall be entertained by us unless the same has been preferred by the General Manager (Mech) RITES Limited within the said date.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Place \_\_\_\_\_

Name \_\_\_\_\_

(Designation)

Witness \_\_\_\_\_  
\_\_\_\_\_

(Bank's Common Seal)