

**INDIRA GANDHI NATIONAL OPEN
UNIVERSITY (IGNOU)
NEW DELHI**

PRE QUALIFICATION BID DOCUMENT

FOR

**Construction of Various Buildings for IGNOU at IGNOU Campus,
Maidan Garhi, New Delhi.**

PRE QUALIFICATION BID

January - 2012

IFP NO – RITES/CO/CP/TC/IGNOU/PQB/2011



**(A GOVT. OF INDIA ENTERPRISE)
RITES LIMITED,
CP DIVISION, 3RD FLOOR,
RITES BHAWAN II,
PLOT NO. 144, SECTOR-44, GURGAON-122003, INDIA.
Tel - (0124) -2728303, Fax- (0124) – 2728371, 257166**

IFP No. : RITES /CP/IGNOU/PQB/2011

Following document should invariably be enclosed with the bids. The bidder has to put serial number on all the documents submitted by them and write the corresponding Serial No. below.

Check List

| S.No. | Name of Documents | Details | | | | | | | | | |
|-------|--|----------------|---------------|-------------------------|--------------------------------------|--------------------|------------|--------|------------------|--|--|
| 1. | Attested copy of Balance Sheet/Other document showing turnover of the firm during the last five years. | Financial Year | | | Turnover (To be filled by bidder) | Placed at Page No. | 2005- 2006 | | | | |
| | | 2006- 2007 | | | | | | | | | |
| | | 2007- 2008 | | | | | | | | | |
| | | 2008- 2009 | | | | | | | | | |
| | | 2009- 2010 | | | | | | | | | |
| | | | | | | | | | | | |
| 2. | Attested copy of Similar work Experience documents based on which firms desires to be considered for Pre qualification. (In case the work has been completed for a Non Government client the bidders has to submit corresponding TDS certificate also.) | S. No. | projects name | Value of Completed work | Date Of Start | Date Of Completion | Client | Client | Placed at S. No. | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

| S.No. | Name of Documents | Details | | | | |
|-------|--|----------------|--|---------------------------------------|---------------------------------------|--------------------|
| 3. | Attested copy of Registration | | | (a) Submitted & Placed at Page No. | | |
| 4. | Attested copy of Affidavit for sole proprietorship/partnership deed/ Memorandum and Article of association. | | | (a) Submitted & Placed at Page No. | | |
| 5. | Attested copy of Power of Attorney on non – judicial stamp Paper of appropriate value of the signatory of bid on behalf of the Bidder. | | | (a) Submitted & Placed at Page No. to | | |
| 6. | Attested copy of document showing profits made by the firm during last five years | Financial Year | | | Profits made (To be filled by bidder) | Placed at Page No. |
| | | 2005 - 2006 | | | | |
| | | 2006 - 2007 | | | | |
| | | 2007 - 2008 | | | | |
| | | 2008 - 2009 | | | | |
| 7. | All information given should be duly sealed & signed by authorized representative. | | | (a) Signed on each page YES/ NO | | |

The above format should have to be completed and submitted by the bidders. Non filling or filling/furnishing of wrong information may lead to disqualification and banning of business with the firms. Even if any document is submitted by the bidder but its Serial Number is not written above, it may be treated as not submitted and bid may be ignored. No claim of any bidder shall be entertained later on.

Signature of the bidder

SECTION-1: INSTRUCTION TO BIDDERS

NO: RITES/CO/CP/TC/IGNOU/PQB/2011

Date:

To,

Sub: Construction of civil and allied works for various Buildings of IGNOU at IGNOU Campus, Maidan Garhi, New Delhi.

With reference to letter No. RITES/CON/VIG/2010/CTE-42 Dated 17.03.2010 sending herewith please find enclosed document as mentioned below:

IFP No.: RITES/CO/CP/TC/IGNOU/PQB/2011

Dear Sir,

1.0. Pre-Qualification Bids are invited by Group General Manager (CP), RITES Ltd., for and on behalf of IGNOU for works at IGNOU Campus, Maidan Garhi, New Delhi. For the “Construction of buildings and allied works for following buildings.”

- i) 5 No's of Block of administration Buildings
- ii) 3 No's of School Blocks for academic Buildings
- iii) MPDD Office and stores (Ware House) and other allied works.

including Internal & External PHE and development works (Sewerage System, Water Supply System, Pumps & Allied work, Storm water Disposal, Rain Water Harvesting, Roads & Path Ways, Car Parking, Fire Fighting System) and Internal Electrical works (Electrical works of Buildings i.e. Lifts HVAC) External Electrical Works (Substation and Campus Lighting etc.) complete for IGNOU at IGNOU Campus, Maidan Garhi, New Delhi.

The Numbers and types of buildings may vary as per actual requirement.

- 2.0 One set of pre-qualification document comprising Instructions to Bidders is enclosed herewith.
- 3.0 You are requested to peruse the instructions contained in the above documents and submit your response on or before the due date and time as mentioned in the Invitation For Pre-Qualification (IFP No:- RITES/CO/CP/TC/IGNOU/PQB/2010), along with the requisite credentials.
- 4.0 All correspondence of pre-qualifications bids shall be addressed to Addl. General Manager (Tender Cell), CP Division, 3rd Floor, RITES Ltd. RITES Bhavan - II, Plot No. -144, Sector-44, Gurgaon-122003, Haryana, Ph-0124-2728305

Group General Manager (CP)/RITES LTD
For and on behalf of IGNOU

SECTION 1

INSTRUCTIONS TO BIDDERS

1.0 Description of Works

- 1.1. Sealed Bids for Pre Qualification are invited by RITES Ltd., a Public Sector Enterprise under the Ministry of Railways, acting for and on behalf of IGNOU(Indira Gandhi National Open University) (Employer) as an Agent/Power of Attorney Holder, from working contractors (including contractors who have executed works within the last five years reckoned from the date of opening of Pre Qualification Bids) of Railways, CPWD, MES, DOT, RITES, State PWD or any other Central / State Government Undertaking Municipal Body, Autonomous Body or Public Ltd., Co. listed on BSE/NSE for the work of Construction of various Buildings for IGNOU at IGNOU Campus, Maidan Garhi, New Delhi for following buildings.
- i) 5 No ʃ Block of administration Buildings
 - ii) 3 No ʃ Block for academic Buildings
 - iii) MPDD Office and stores (Ware House)

The Numbers and types of buildings may vary as per actual requirement.

- 1.2 Work involves construction of various Buildings for **IGNOU at IGNOU Campus, Maidan Garhi, New Delhi** including Internal & External PHE works (Sewerage System, Water Supply System, Pumps & Allied work, Storm water Disposal, Rain Water Harvesting, Roads & Path Ways, Fire Fighting System) and other allied works The work is estimated to **cost Rs. 251.59 crore (Approx.)**. This Estimate, however, is given merely as a rough guide.

2.0 Eligibility and Qualification Requirements

- 2.1 This Invitation to Bid for Prequalification is open to all working contractors (including contractors who have executed similar works within the last seven years reckoned from the date of opening of bid/tenders) for Railways, CPWD, MES, DOT, RITES, State PWD or any other Central / State Government Undertaking Municipal Body, Autonomous Body or Public Ltd., Co. listed on BSE/NSE.
- 2.1.1 Estimated cost of work is Rs. 251.59 crores approximately.

2.2 The Qualification Criteria have been given below:-

2.2.1 Annual Financial Turnover

The bidder should have achieved a minimum annual financial turnover on construction works should be at least 126 crores during the immediate last 3 consecutive years.

Notes:

The financial turnover will be taken as given under the head 'Income' in audited Profit and Loss Account and excluding non-recurring income, income from other sources and stock.

It is clarified that the Financial Turnover means relevant revenue as recorded in the Income side of Profit and Loss Account. It does not mean Profit.

Closing stocks in whatsoever manner should not form part of turnover. Weight age of 5% (compounded annually) shall be given for equating the financial turnover of the previous years to the current year.

For considering the financial years, for example for a work for which the Pre Qualification Bid is being opened in financial year 2010-11, the last five financial years shall be 2009-10, 2008-09, 2007-08, 2006-07 and 2005-06. For a Pre Qualification Bid opened on (say) 25.09.10 (F.Y. 2010-11), with weightage of 5% compounded annually, the weight ages to be applied on the Turnover of the previous five Financial Years will be : F.Y. 2009-10 = 1.050; F.Y. 2008-09 = 1.103; F.Y. 2007-08 = 1.158; F.Y. 2006-07 = 1.216; F.Y. 2005-06 = 1.276.

The bidder should furnish Annual Financial Turnover for each of the last 5 financial years in tabular form and give reference of the document (with page no.) relied upon in support of meeting the Qualification Criteria.

The bidder should submit self attested copy of Auditor's Report along with Balance Sheet and Profit and Loss Statement along with Schedules for the relevant financial year in which the minimum criterion is met. Provisional audit reports or certified statements may not be accepted.

If the Audited Balance Sheet for the immediately preceding year is not available in case of Pre Qualification Bid opened before 30th Sept., audited Balance Sheets, Profit and Loss Statements and other financial statements of the five financial years immediately preceding the previous year may be adopted for evaluating the credentials of the bidder.

2.2.2 WORK EXPERIENCE

a) Similar Works Experience

The bidder should have satisfactorily completed in his own name as a prime contractor , at least one similar work of minimum value of Rs. 201 Crores OR at least two similar works each of minimum value of Rs. 151 Crores OR at least 3 works each of minimum value of Rs. 101 Crores during the last 5 (five) years prior to the date of submission of the bid. Works completed prior to the cut off date shall not be considered. The work experience from NSE/BSE listed companies must be supported by corresponding TDS Certificate.

Similar Works

Similar Works shall mean the Construction of any commercial/ Residential/Institutional/HospitalBuildings/Hostels/OfficeComplexof desired value, having provision of HVAC, electric substation, elevator etc.

Notes:

A weight age of 5% (compounded annually from the date of completion of the work to the submission of the bid) shall be given for equating the value of works of the previous years to the current year.

Only such works shall be considered where physical completion of entire work is over or commissioning of work has been done, whichever is earlier.

The bidder should submit the details of such similar completed works as per the format at Proforma-1 enclosed. In support of having completed these works, the bidder should submit attested copies of the completion certificates from the owner/client indicating the name of the work, the description of work done by the bidder, value of contract executed by the bidder, extent of financial participation by bidder in case of JV, date of start, date of completion (stipulated and actual) and value of the material supplied by the Client. The value of work executed should be inclusive of the value of free supply items and escalation amount, if any.

The bidder should include details of only such works in Performa 1 which satisfy the Qualification Criteria and submit supporting details/ credentials of only such works.

Credential certificates issued by Govt. Organizations/ Semi Govt. Organizations/ Public Sector Undertakings/ Autonomous bodies of Central State Governments / Municipal Bodies/ Public Ltd. Cos. listed in Stock Exchange in India or abroad, shall only be accepted for assessing the eligibility of a Tenderer. Certificates issued by

such Public Ltd. Co. must be supported by TDS Certificates evidencing the value of work.

The cut off date shall be calculated backwards from the date of submission/opening of Pre Qualification Bid i.e. for a Pre Qualification Bid which is being opened on 25.09.2010 the cutoff date shall be 26.09.2005.

- (b) Construction Experience in key activities/specified components- Not applicable

2.2.3 PROFITABILITY

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

The bidder should furnish net profit of last 5 years in tabular form and submit attested copies of Auditor's Reports along with audited Balance Sheets and Profit and Loss Statements for the last five financial years. In case the firm is profit making for the last three financial years continuously, the bidder may submit the above documents for last three financial years only. Specific reference with page no. of document which satisfies the Qualifying Criteria shall be indicated in the tabular statement.

2.2.4 SOLVENCY CERTIFICATE

Be got verified from the issuing Bank by the employer.

2.2.5 BID CAPACITY

The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

$$\text{Bidding Capacity} = [A \cdot N^2] - B$$

Where,

A=Maximum value of construction works executed in any one year during the last five years taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of work for which bids has been invited.

B= Value of existing commitments and on going works to be completed during the period of completion of work for which bids have been invited.

- 2.2.6 **A.** The bidders qualifying the initial criteria as set out in above, will be evaluated for following criteria by scoring method on the basis of details furnished by them, in terms of Annexure-I of Appendix 20 of CPWD manual

| | |
|--|------------------|
| (a) Financial strength (Form :A & :B) | Maximum 20 marks |
| (b) Experience in similar nature of work during last five years (Form :C) | Maximum 20 marks |
| (c) Performance on works (Form :E) - Time over run | Maximum 20 marks |
| (d) Performance on works (Form :E) - Quality | Maximum 15 marks |
| (e) Personnel and Establishment (Form `F & G) | Maximum 10 marks |
| (f) Plant & Equipment (Form `H) | Maximum 15 marks |
| | Total 100 marks |

B. To become eligible for short listing the bidder must secure at least fifty percent marks in each and sixty percent marks in aggregate.

2.2.7 Joint Venture- Large work NOT ALLOWED

3.0 ISSUE OF PRE QUALIFICATION BID DOCUMENT

- 3.1 A complete set of PQ Document can be seen in the office of the **AGM (Tender Cell), 3rd Floor, Left wing, RITES BHAWAN, Plot-1, Sector-29, Gurgaon –122 001 (Haryana)** between hours of 11.00 AM and 4.00 PM every day except on Saturdays, Sundays and Public Holidays.
- 3.2 Pre Qualification Bid Document may be purchased from the office of, **Addl. General Manager (Tender Cell), CP Division, 3rd Floor, RITES Ltd. RITES Bhavan-II, Plot No. -144, Sector-44, Gurgaon-122003, Haryana, Ph-0124-2728305**, from 16.01.2012 to 08.02.2012 for a non refundable fee per set of Rs.1500.00 (Rupees One Thousand Five Hundred only) in the form of Demand Draft/ Pay Order/ Banker's cheque drawn on any Scheduled Bank payable at Gurgaon/Delhi in favor of M/s RITES Ltd on submission of an application.
- 3.3 Pre Qualification Bid Documents requested by mail will be dispatched by Courier / Speed Post / Registered Post on payment of an extra amount of Rs.1000/- (Rupees one thousand only). The Employer will not be held responsible for the delay, if any, in the delivery of the Documents or non-receipt of the same
- 3.4 PQ documents downloaded from RITES website shall also be considered valid for participating in the bid/tender process. In such a case the bidder shall deposit cost of PQ documents as prescribed in para 3.2. During the scrutiny of downloaded PQ document, if any modification/correction etc. is noticed as compared to the original documents posted on the website, the bid submitted by such a bidder is liable to be rejected.

In case the bid of a bidder who has downloaded the document from website is accepted, the contract shall be executed in the original/manual bid/tender document issued by concerned RITES office.

3.5 Clarifications on PQ Documents

A prospective bidder requiring any clarification on the Bid/tender Document may notify **Addl. General Manager (Tender Cell), CP Division, 3rd Floor, RITES Ltd. RITES Bhavan-II, Plot No. -144, Sector-44, Gurgaon-122003, Haryana, Ph-0124-2728305, in writing or by telefax /cable.**

Request for clarification must be received earlier than ten days prior to the deadline for submission of bid. The nominated official will respond to such requests for clarifications as expeditiously as possible and such response shall be forwarded to all purchasers of the Bid Documents including a description of the enquiry but without identifying its source.

4.0 AMENDMENT OF PQ DOCUMENT

- 4.1 Before the deadline for submission of bids, the PQ Document may be modified by RITES Ltd. by issue of addenda/corrigendum.
- 4.2 Any addendum/corrigendum issued shall be part of the PQ Documents and shall be communicated in writing by registered post/courier/fax or by cable to all the purchasers of the PQ Documents. The prospective bidders shall acknowledge receipt of each addendum/ corrigendum in writing to or by cable to the Addl. General Manager (Tender Cell), CP Division, 3rd Floor, RITES Ltd. RITES Bhavan-II, Plot No. -144, Sector-44, Gurgaon-122003, Haryana, Ph-0124-2728305. RITES will assume no responsibility for postal delays. Addendum will also be available on the website.
- 4.3 To give prospective bidders reasonable time in which to take the addenda/ corrigenda into account in preparing their bid/tenders, extension of the deadline for submission of bid/tenders may be given as considered necessary by RITES.

5.0 Submission of Pre-Qualification Bid

- 5.1 Pre-Qualification Bid complete in all respect shall be received in the office of Addl. General Manager (Tender Cell), CP Division, 3rd Floor, RITES Ltd. RITES Bhavan-II, Plot No. -144, Sector-44, Gurgaon-122003, Haryana, Ph-0124-2728305. up to 14.00 Hrs. on 10.02.2012 .
- 5.2 The bid/tender documents are not transferable. The Bidders are required to put the bid/tender in the Tender Box personally or through their authorized representative. However, Bid/tenders in sealed condition shall also be received by post/courier , provided that the bid (tender) is received/ delivered , before the stipulated date and time (as per bid/tender conditions) in Addl. General Manager (Tender Cell), CP Division, 3rd Floor, RITES Ltd. RITES Bhavan-II, Plot No. -144, Sector-44, Gurgaon-122003, Haryana, Ph-0124-2728305. RITES Ltd shall not be held responsible for

the delay in delivery of the bid in the above office or in case of non-receipt of the bid.

- 5.3. The bidder shall seal the bid/tender in one envelope and Envelope shall be marked as: - **“Construction of various Buildings for IGNOU at IGNOU Campus, Maidan Garhi, New Delhi.”**

IFP No. _____

The Words "Do not open before _____ (Time and Date) _____"

ii) Name and address of the bidder ` _____."

5.4 No Bid/tender shall be accepted unless it is properly sealed.

5.5 Any bid/tender received by the RITES after the deadline for submission of the bid/tenders as mentioned in 3.1 above, will not be accepted and returned unopened to the bidder.

6.0 Opening of Bid/tenders

6.1 The bidders shall seal their bid/tender in One packet as per clause 6.0 of instructions to bidders.

6.2 The Envelope shall contain all the Pre-Qualification Documents required as per **Clause 2.0 “ Eligibility and Qualification Requirements”** of Instructions to Bidders of Bid/tender Documents and signed by the Bidder.

6.3 The Packet shall be opened on **10.02.2012 at 14.30 Hrs.**

7.0 Process to be confidential

7.1 After the public opening of bid/tenders, the information relating to the examination clarifications, evaluation and comparison of bid/tenders and recommendations concerning the award of contract shall not be disclosed to the bidders or other persons not officially concerned with such process until the award of the contract to the successful bidder has been announced.

7.2 Any effort by a bidder to influence the RITES Personnel or Representatives on matters related to the bid/tenders under study in the process of examinations, clarifications, evaluations and comparison of bids and in decision concerning award of contract, may result in the rejection of his bid/tender.

7.3 Canvassing in connection with bid/tender is strictly prohibited and the bid/tenders submitted by the bidder who resort to canvassing will be liable to rejection.

8.0 Evaluation of Bid/tenders

8.1 The bid/tenders will be evaluated in accordance with the criteria given in clause 2.0 above.

9.0 ALTERNATIVE PROPOSALS BY THE BIDDERS

The bidders shall submit bids which comply strictly with the requirements of the bid Document. Alternatives or any modification shall result in the rejection of his/their bid.

10.0 Notification to pre-Qualified Contractors

10.1 RITES will notify the Pre-Qualified bidders and shall ask the Pre-Qualified bidders to collect the Tender Document for financial bids. The Pre-Qualification of the pre-qualified bidders shall be valid for one year from the date of notification of the pre-qualified bidders.

11.0 Secrecy of Contract Documents

The Contract is Confidential and must be strictly confined to the Contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers if necessary) and for the purpose of the contract.

12.0 Time Period

12.1 The Period for Completion of the works shall be 24 months.

13.0 The following Performa and Annexure are enclosed, The Bidders should Fill up, sign and submit the same.

- i. Performa-I (List of similar Works)
- ii. Performa-II (Solvency certificate)
- iii. Performa-III (Declaration by the Bidders)
- iv. Annexure-IV (Power of attorney by other than JV)
- v. Annexure-VI (Banning of Business)
- vi. Annexure-VII (Integrity Pact)

Proforma-1

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

| S. No. | Client's Name and Address | Name of the Work & Location | Scope of work carried out by the Bidder | Agreement / Letter of Award No. and date | Contract Value (Rs. in Lakhs) | | Value of Materials supplied free by the Client | Date of Start | Date of Completion | | Reasons for delay in completion if any | Ref. of document (with page no.) in support of meeting Qualification Criteria. |
|--------|---------------------------|-----------------------------|---|--|-------------------------------|----------------------|--|---------------|-----------------------|--------|--|--|
| | | | | | Awarded | Actual on completion | | | As per LOA/ Agreement | Actual | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

SEAL AND SIGNATURE OF THE BIDDER

Note:

1. In support of having completed above works attach self attested copies of the completion certificate from the owner/client indicating the name of work, the description of work done by the bidder, date of start, date of completion (contractual & actual), value of contract as awarded and as executed by the bidder and value of material supplied free by the client.
2. Such Credential certificates issued by Govt. Organizations/ Semi Govt. Organizations / Public Sector Undertakings/ Autonomous bodies / Municipal Bodies/ Public Ltd. Co. listed on BSE/NSE shall only be accepted for assessing the eligibility of a bidder. Certificates issued by such Public Ltd. Co. must be supported by TDS Certificates evidencing the value of work.
3. Information must be furnished for works carried out by the Bidder in his own name as a prime contractor or proportionate.
4. Only similar works completed during the last 5 years which meet the Qualification Criteria be included in this list.

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

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

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

Note:

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

DECLARATION BY THE BIDDER

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

This is to certify that We, M/s. _____, in submission of this offer for work `Construction of various Buildings for **IGNOU at IGNOU Campus, Maidan Garhi, New Delhi.**” confirm that:-

- i) We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- ii) We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- iii) Business has never been banned with us by any Central / State Government Department/ Public Sector Undertaking or Enterprise of Central / State Government.
- iv) We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
- v) The information and documents submitted with the Pre Qualification Bid by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- vi) We understand that in case any statement/information/document furnished by us is found to be incorrect or false, Business dealing will be banned.

SEAL, SIGNATURE & NAME OF THE BIDDER
Signing this document

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

From _____

To
RITES Ltd. _____

Sir,

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

1. I/We hereby submit the following documents in support of my/our satisfying the Qualification Criteria laid down for the work Construction of various Building for **IGNOU at IGNOU Campus, Maidan Garhi, New Delhi. :-**
 - a) Self attested copy of Partnership Deed/ Memorandum and Articles of Association of the firm.
 - b) Self attested copy of PAN/TAN issued by Income Tax Department.
 - c) Self attested copy of a certificate, confirming that the applicant is a working contractor or have executed any work within the last five years reckoned from the date of opening of Pre Qualification Bid, issued by Railways, CPWD, MES, DOT, RITES, State PWD or any other Central/State Government Undertaking, Municipal Body, Autonomous Body or Public Limited Company listed on NSE/BSE.
 - d) **Annual Turnover**
 - (i) Annual financial turnover for each of the last 5 years in tabular form.
 - (ii) Self attested copy of Auditor's Report along with the Balance Sheet and Profit and Loss Statement and Schedules for the relevant financial year in which the minimum criterion is met, with calculations in support of the same.
 - e) **Work Experience**
 - i) Similar Works Experience: - In Performa 1 with details of 1 / 2 / 3 works as applicable and self attested copies of supporting documents as mentioned therein.
 - ii) Construction experience in key activities / specialised components:
Tabular Statement giving contract wise quantities executed in last 5 years with documentary proof.

- f) Solvency Certificate - Performa 2.
 - g) Profitability - Net profit of last 5 years in tabular form with self attested copies of Profit and Loss Statements for the last 5 or 3 Financial Years as applicable.
 - h) Bid Capacity
 - i) Declaration - Performa 3
 - j) Self attested copy of Sales Tax, Works Contract Tax, and Service Tax Registration Certificate (as applicable).
 - k) Self attested copy of Registration under Labour Laws, like PF, ESI etc.
 - l) Self attested copy of ISO 9000 Certificate (if any)
 - m) Any other document on Qualification and experience.
2. I have furnished all the information and details necessary to prove that I satisfy all the Qualification Criteria laid down.
3. I authorize you to approach any Bank, Individual, Employer, Firm or Corporation, whether mentioned in the enclosed documents or not, to verify our competence and general reputation.
4. I have also enclosed written Power of Attorney of the signatory of the Pre Qualification Bid on behalf of the bidder.

Yours faithfully,

Encl: as In Para 1

Signature of Applicant
With Name _____
Date with seal

FORM 'C'
**DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE
 LAST FIVE YEARS ENDING LAST DAY OF THE MONTH**

| S. No. | Name of work/project and location | Owner or sponsoring organization | Cost of work in crores of rupees | Date of commencement as per contract | Stipulated date of completion | Actual date of completion | Litigation/arbitration cases pending/ in progress with details* | Name and address/ telephone number of officer to whom reference may be made | Remarks |
|--------|-----------------------------------|----------------------------------|----------------------------------|--------------------------------------|-------------------------------|---------------------------|---|---|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | | | | | | | | |

* Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Bidder(s)

FORM 'D'
PROJECTS UNDER EXECUTION OR AWARDED

| S. No. | Name of work/project and location | Owner or sponsoring organization | Cost of work in crores of rupees | Date of commencement as per contract | Stipulated date of completion | Upto Date percentage progress of work | Slow progresses if any and reasons thereof | Name and address/ telephone number of officer to whom reference may be made | Remarks |
|--------|-----------------------------------|----------------------------------|----------------------------------|--------------------------------------|-------------------------------|---------------------------------------|--|---|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | | | | | | | | |

Certified that the above list of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

Signature of Bidder(s)

FORM 'E'
PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS "B" & "C"

1. Name of work/project & location
2. Agreement no.
3. Estimated cost
4. Tendered cost
5. Date of start
6. Date of completion
 - (i) Stipulated date of completion
 - (ii) Actual date of completion
7. Amount of compensation levied for delayed completion, if any
8. Amount of reduced rate items, if any
9. Performance Report
 - (1) Quality of work Very Good/Good/Fair/Poor
 - (2) Financial soundness Very Good/Good/Fair/Poor
 - (3) Technical Proficiency Very Good/Good/Fair/Poor
 - (4) Resourcefulness Very Good/Good/Fair/Poor
 - (5) General Behaviour Very Good/Good/Fair/Poor

Dated: Executive Engineer or Equivalent

FORM "F"
STRUCTURE & ORGANISATION

1. Name & address of the bidder
2. Telephone no./Telex no./Fax no.
3. Legal status of the bidder (attach copies of original document defining the legal status)
 - (a) An Individual
 - (b) A proprietary firm
 - (c) A firm in partnership
 - (d) A limited company or Corporation
4. Particulars of registration with various Government Bodies (attach attested photocopy)

Organisation/Place of registration

Registration No.

- 1.
- 2.
- 3.

5. Names and titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization

7. Was the bidder ever required to suspend construction for a period of more than six months continuously after he commenced the construction? If so, give the name of the project and reasons of suspension of work.
8. Has the bidder, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.
9. Has the bidder, or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so, give details
10. Has the bidder, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.
11. In which field of Civil Engineering construction the bidder has specialization and interest?
12. Any other information considered necessary but not included above.

Signature of Bidder(s)

FORM 'G'

DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK

| S.No. | Designation | Total number | Number available for this work | Name | Qualifications | Professional experience and details of work carried out | How these would be involved in this work | Remarks |
|-------|-------------|--------------|--------------------------------|------|----------------|---|--|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |

Signature of Bidder(s)

| | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|
| <p>Equipment for transportation 1. Trucks</p> <p>De-watering equipment 1. Pump (diesel) 2. Pump (electric)</p> <p>Power equipment 1. Diesel generators (Any other plant/equipment)</p> | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|

Signature of Bidder(s)

FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY

POWER OF ATTORNEY

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

We, M/s. _____ (name of the firm/company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work _____ (name of work), including signing and submission of application proposal, participating in the meetings, responding to queries, submission of information / documents and generally to represent us in all the dealings with RITES or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Contract Agreement is entered into with RITES and thereafter till the expiry of the Contract Agreement.

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

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

Seal of firm/ Company

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

Notes:

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

Guidelines on Banning of Business Dealings

1. Introduction

- 1.1 RITES, being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. RITES has also to safeguard its commercial interests. It is not in the interest of RITES to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on RITES to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if bid/tender, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1 The procedure of (i) Suspension and (ii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.2 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.3 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

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

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

4. Initiation of Banning / Suspension:

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

5. Suspension of Business Dealings

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

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

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

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

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RITES, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.5 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.6 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;
- 6.7 If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (RITES) or its official in acceptance / performances of the job under the contract;
- 6.8 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.9 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Company (RITES) or even otherwise;
- 6.10 Established litigant nature of the Agency to derive undue benefit;
- 6.11 Continued poor performance of the Agency in several contracts;

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

- 7.1 A decision to ban business dealings with any Agency shall apply throughout the Company.

7.2 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 8.1 and an enquiry held accordingly.

8. Show-cause Notice

8.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 30 days a written statement in its defence. If no reply is received, the decision may be taken ex-parte.

8.2 If the Agency requests for inspection of any relevant document in possession of RITES, necessary facility for inspection of documents may be provided.

8.3 After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the Competent Authority. The Competent Authority may consider and pass an appropriate speaking order:

- a) For exonerating the Agency if the charges are not established;
- b) For banning the business dealing with the Agency.

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

9. Appeal against the Decision of the Competent Authority

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

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

10. Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of

appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts /circumstances or subsequent development necessitating such review.

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

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

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

12. Restoration

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

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

ANNEXURE VII

INTEGRITY PACT

Between

rites LTD. acting for and on behalf of IGNOU and as an Agent / Power of Attorney Holder of _____ hereinafter called the "Employer"

AND

_____ hereinafter referred to as "The Bidder/Contractor"

Preamble

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

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

Section 1 – Commitments of the Employer

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

Section 2 – Commitments of the Bidder/Contractor

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

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

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

Section 4- Compensation for Damages

- (1)** If the Employer has disqualified in terms of the provisions in Section 3, the Bidder/Contractor from the tender process prior to the award of contract, the

Employer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

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

Section -5 previous transgressions

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

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

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

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

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

Section -8 Independent External Monitor/Monitors

- (1) The Employer shall appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively,

- whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and will perform his functions neutrally and independently. He will report to the MD/RITES Ltd.
 - (3) The Bidder/Contractor accepts that the Monitor has the right of access without restriction to all Project documentation of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Partners/Sub-Contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Partners/Sub-Contractor with confidentiality.
 - (4) The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
 - (5) As soon as the Monitor notices or has reason to believe that violation of the agreement by the Employer or the Bidder/ Contractor, has taken place, he will request the Party concerned to discontinue or take corrective action, or to take any other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner or refrain from action or tolerate action.
 - (6) The Monitor will submit a written report to the MD/RITES Ltd. within 8-10 weeks from the date of reference or intimation to him by the Employer and should the occasion arise, submit proposal for correcting problematic situations.
 - (7) If the Monitor has reported to the MD/RITES Ltd. of a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD/RITES Ltd. has not, within reasonable time, taken visible action to proceed against such offender or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
 - (8) The word Monitor would include both singular and plural.

Section – 9 Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor, when his security deposit is released on completion of Maintenance period and for all other Bidders, 6 months after the contract has been awarded.

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

Section 10 Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction shall be as stipulated in the Contract Agreement.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by the Partner in charge/ Lead Member nominated as being in charge and who holds the Power of Attorney signed by legally authorized signatories of all the partners/Members. The Memorandum of Understanding /Joint Venture Agreement will incorporate a provision to the effect that all Members of the Consortium will comply with the provisions in the Integrity Pact to be signed by the Lead Member on behalf of the Consortium. Any violation of Section 2 above by any of the Partners/Members will be construed as a violation by the consortium leading to possible Termination of Contract in terms of Section 4.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

RITES Ltd.
Agent / Power of Attorney Holder

(For & on behalf of the Employer)
(Office Seal)

(For the Bidder/Contractor)
(Office Seal)

Place: ǔ ǔ ǔ ǔ ǔ ǔ ǔ ǔ ǔ ǔ

Date: ǔ ǔ ǔ ǔ ǔ ǔ ǔ ǔ ǔ .

Witness 1:

(Name & Address) -----

Witness 2

(Name & Address) -----

