

LIMITED E-TENDER
FOR
SUPPLY OF 36 NOS OF AAR-H TYPE
TIGHT LOCK AUTOMATIC COUPLER,
10A CONTOUR, WITH TRANSITION
SCREW COUPLER AS PER
DLW PART NO. 11535945 AND
RDSO SPEC. NO. MP-0.41.00.05 (REV.0.00),
JULY-2004

TENDER NO. RITES/EXPO/RT560-00007/PROC/COUPLER/1702



(A Government of India Enterprise)
RITES BHAWAN, 1, Sector 29, Gurgaon,
Haryana, India-122001

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SECTION-I

NOTICE INVITING TENDER

1.0	GENERAL
1.1	<p><u>Tender Notice:</u></p> <p>Limited Tender is invited through E-Tendering system by GGM (Expotech), RITES Ltd., a Public Sector Enterprise under the Ministry of Railways, from established and reliable manufacturer or their authorized agent on Approved Vendor List of Indian Railways for Supply of 36 Nos. of AAR-H Type Tight Lock Automatic Coupler, 10A contour, with Transition Screw Coupler as per DLW Part No. 11535945 and RDSO Spec. No. MP-0.41.00.05 (Rev.0.00), July-2004</p> <p>(Note: Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives are synonymous).</p>
1.2	<p><u>Estimated Cost of Supply of Stores:</u></p> <p>The supply of Stores is estimated to INR 67,94,892/- (Rupees Sixty Seven Lakhs Ninety Four Thousand Eight Hundred and Ninety Two Only). This Estimate, however, is given merely as a rough guide.</p>
1.3	<p><u>E-Procurement Portal Registration Charges, Cost of Tender Document, Earnest Money Deposit (EMD) / Bid Guarantee:</u></p>
(a)	E-Procurement Portal Registration Charges: INR 3900 + Service Tax (As applicable)
(b)	Cost of Tender Document: INR 2500/-
(c)	Earnest Money Deposit (EMD)/ Bid Guarantee: INR 68,000/-
1.4	<p><u>Brief Scope of Supply:</u></p> <p>Supply of 36 Nos. of AAR-H Type Tight Lock Automatic Coupler, 10A contour, with Transition Screw Coupler as per DLW Part No. 11535945 and RDSO Spec. No. MP-0.41.00.05 (Rev.0.00), July-2004</p>
1.5	<p><u>Consignee/Ultimate Consignee, Delivery Period & Point of Delivery:</u></p>
(a)	<p><u>Consignee/Ultimate Consignee:</u></p> <p>Dy.CMM (Depot), Diesel Locomotive Works (DLW), Varanasi-221004 (UP)</p>
(b)	<p>Delivery Period: Items shall be delivered as per schedule given below-</p> <ul style="list-style-type: none"> • 12 Nos. of AAR-H Type Tight Lock Automatic Coupler, 10A contour, with Transition Screw Coupler as per DLW Part No. 11535945 and RDSO Spec. No. MP-0.41.00.05 (Rev.0.00), July-2004 within one month from date of issue of Letter of Acceptance (LOA).

	<ul style="list-style-type: none"> • 12 Nos. of AAR-H Type Tight Lock Automatic Coupler, 10A contour, with Transition Screw Coupler as per DLW Part No. 11535945 and RDSO Spec. No. MP-0.41.00.05 (Rev.0.00), July-2004 within two month from date of issue of Letter of Acceptance (LOA). • 12 Nos. of AAR-H Type Tight Lock Automatic Coupler, 10A contour, with Transition Screw Coupler as per DLW Part No. 11535945 and RDSO Spec. No. MP-0.41.00.05 (Rev.0.00), July-2004 within three month from date of issue of Letter of Acceptance (LOA).
(c)	<u>Point of Delivery:</u> Diesel Locomotive Works (DLW), Varanasi, Uttar Pradesh.
1.6	<u>Deadline for submission of bid & Tender Validity:</u>
(a)	<u>Deadline for submission of bid:</u> 27/02/2017 by 11:00 Hrs
	The purchaser may extend the deadline for submission of Tenders by issuing an amendment in writing in accordance with Clause 6.3 of Section-II in which case all rights and obligations of the Purchaser and the Tenderer previously subject to the original dead line will be subject to new deadline.
(b)	<u>Tender Validity:</u> 90 days from the date of opening of tender
1.7	<u>Date & Time of opening of bids:</u> 27/02/2017 at 11:30 Hrs
1.8	<u>Pre-bid Clarification Start date & time:</u> 14/02/2017 at 17:30 Hrs
1.9	<u>Pre-bid Clarification End Date &Time:</u> 16/02/2017 by 17:30 Hrs
1.10	<u>Pre-Bid Conference (Applicable/ Not Applicable):</u> Not Applicable
1.11	<u>Joint Venture (Allowed/Not Allowed):</u> Not Allowed
1.12	<u>Integrity Pact (Applicable/Not Applicable):</u> Not Applicable
1.13	<u>Currency of Payment:</u> INR (Indian Rupees)
1.14	<u>Tendering System (One Packet / Two Packet System):</u> One Packet
1.15	<u>Deleted</u>
1.16	<u>Duty & Taxes:</u> As specified in the tender document
1.17	<u>Inspection:</u> By QA Division of RITES Ltd at Firm's Premises. The Cost of Inspection will be borne by RITES
1.18	<u>Warranty/Guarantee:</u> 30 months from the date of receipt.
1.19	<u>Validity of EMD/ Bid Bond & Performance Bank Guarantee:</u>
(a)	EMD/Bid Guarantee: 90 days.
(b)	Performance Bank Guarantee: 60 days beyond the date of completion of warranty.
1.20	<u>Submission of additional Documents:</u> Product Catalogue 20 Nos.

SECTION – II

INSTRUCTIONS TO TENDERERS

1.0 GENERAL:

GGM/Expotech, RITES Ltd invites online item rate bids on single/two packet system for the supplies of Stores as specified in clause 1.0 of Section-I of Notice Inviting Tender.

2.0 Deleted as not applicable.

2.1 Deleted as not applicable.

2.2 Deleted as not applicable.

2.3 Deleted as not applicable.

2.4 Deleted as not applicable.

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

3.1 The information to be furnished and the documents to be enclosed shall be as per Clause 28.0 hereinafter.

4.0 **CONTENTS OF TENDER DOCUMENT**

4.1 Each set of Tender or Bidding Document will comprise the Documents listed below and addenda issued in accordance with clause 6:

PART-1:-Technical Bid Packet

Section I - Notice Inviting Tender

Section II - Instructions to Tenderers

Section III –Special Conditions

Section IV - General Conditions of Contract.

Section V- Technical Specifications

Section VI– Drawings

Section VII– Annexures

PART - 2:- Financial Bid Packet

Section VIII - Bill of Quantities (BOQ)

4.2 The bidder should examine all instructions, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a bid not substantially responsive to the tender documents in all respect will be at the bidder's risk and may result in rejection of the bid.

4.3 The digital signature of the tenderer on the E-tender document will be considered as confirmation that the tenderer has read, understood and accepted all the documents referred to in Clause 4.1 above, unless specific deviation is quoted by the tenderer in the Deviation Statement.

The details of deviations, if any, from tender specification and other conditions should be clearly indicated in the Deviation Statement and must be uploaded as per the format given in Annexure-III.

Whenever the tenderer deviates from the provisions of a clause/ sub-clause, he shall furnish his detailed justification for the same in the 'Remarks' column. Deviations quoted elsewhere in the tender shall not be considered, and Purchaser's decision thereon shall be final and binding.

5.0 ACCESSING / PURCHASING OF BID DOCUMENTS

- (a) To participate in the E-Bid submission for RITES, it is mandatory for the bidders to get their firms registered with E-Procurement portal <https://rites.eproc.in>. If the firm is already registered with E-procurement portal of RITES and validity of registration has not expired, the firm is not required for fresh registration.
- (b) Bidder should enroll themselves on the E-Procurement portal by clicking the option "New Registration" link available on the home page. A *Bidder Registration link containing the detailed guidelines for e-procurement system is available on the RITES E-Procurement portal*. During registration, the bidders should provide the correct/true information including a valid email-id. All correspondence shall be made directly with the contractors/bidders through the email-id provided. The registration charges are specified in clause 1.3 (a) of Section-I and this is required to be paid to M/s C1 India Pvt. Ltd. through integrated E-payment gateway. The registration will be approved only after receipt of payments. Validity of registration is for three years. In case of any difficulty faced during registration bidders are requested to contact e-Tendering Helpdesk Number provided on E-Procurement portal.
- (c) It is mandatory for all bidders to have class - III Digital Signature Certificate (DSC) in the name of the person who will sign the bid, as provided in clause 11.0 herein after, from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>.
- (d) Bidders can view/download bid documents from RITES E- Procurement portal <https://rites.eproc.in> or RITES website <http://www.ritesltd.com>
- (e) Bidder shall ensure use of registered Digital Signature Certificate (DSC) only and safety of the same.
- (f) Following may be noted:
 - Bids can be submitted only during validity of registration of bidder with RITES E Procurement portal.
 - The amendments / clarifications to the bid document, if any, will be posted on E-Procurement portal / RITES website only.

5.1 Clarifications on Tender Documents

A prospective Tenderer requiring any clarification on the Tender Document may notify online only. Request for clarifications including request for Extension of Time for submission of Bid, if any, must be received not later than 10 (ten) days prior to the deadline for submission of tenders. Details of such questions raised and clarifications furnished will be uploaded in RITES website without identifying the names of the Bidders who had raised the questions. Any modification of the Tender Document

arising out of such clarifications will also be uploaded on RITES website.

6.0 AMENDMENT OF TENDER DOCUMENT

- 6.1 Before the deadline for submission of tenders, the Tender Document may be modified by RITES Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.
- 6.2 Addendum/corrigendum, if any, will be hosted on website / E-procurement portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of Tender as finally stipulated.
- 6.3 To give prospective Tenderers reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by RITES.

7.0 PREPARATION AND SUBMISSION OF BIDS

- (a) Tender document may be downloaded from E-procurement portal of RITES, prior to the deadline for submission of bids. The bids shall be submitted online following the instructions appearing on the screen. *Users are requested to map their system as per the System settings available on the link "System Requirement and Registration Manual" on the E-Procurement portal.*
- (b) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidders are advised that prior to bid submission they should read the Bid Submission manual available on E-Procurement portal on RITES website.
- (c) Bidders must ensure that all the pages of the documents mentioned in Clause 28 must be signed & stamped by authorized signatory and serially numbered.
- (d) The bids shall be submitted online following the instructions appearing on the screen. Bidders may insert their e-Token/SmartCard in their computer and Log onto E- procurement portal using the User-Id and Password chosen during registration. Then they may enter the password of the e-Token/SmartCard to access the DSC.
- (e) Prior to bid submission, bidder should get ready with the documents to be uploaded as part of the bid as indicated in the tender document/schedule. Generally they can be in Excel/PDF/ZIP formats. No other format is accepted. If there is more than one PDF document, then they can be clubbed together in a ZIP file for uploading. Maximum Single file size permitted for uploading is 20 MB. One can upload multiple of such files in case information to be uploaded in single file exceeds 20MB.
- (f) **Cost of Tender Document & Earnest Money deposit (EMD) /Bid Guarantee**
During bid submission the bidder has to select the payment option as **offline** to pay the cost

of tender document and EMD /Bid Guarantee and enter details of the instruments. In case of exemption from payment of cost of tender document and EMD/ Bid Guarantee, the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission. The onus of proving that the bidder is exempted from payment of cost of tender document and/or EMD /Bid Guarantee lies on the bidder. In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by RITES as a valid bid. If later, it is discovered from the uploaded documents that bidder is not exempted from payment of cost of tender and/or EMD / Bid Guarantee; his bid shall be treated as non- responsive.

- **Cost of Tender Document:** The cost of tender document is mentioned at clause 1.3(b) of Section-I **which is non-refundable**. It shall be in the form of a Banker's Cheque/ Pay Order/ Demand Draft favoring "RITES Ltd." issued by a scheduled commercial bank, payable at Gurgaon / Delhi. No other mode of payment will be accepted.
- **Earnest Money Deposit (EMD) / Bid Guarantee** -The bids shall be accompanied by Earnest Money Deposit (EMD) /**Bid Guarantee** as applicable and mentioned in clause 1.3 (c) in the form specified in clause 9 hereinafter.

Upload scanned copy of acceptable instruments for EMD / Bid Guarantee and cost of Tender document in different files (Either in PDF or zip format) during online submission of Bid. These documents shall be deposited in "ORIGINAL" in a sealed envelope before the date and time of opening to:

Group General Manager (Expotech)
RITES LTD, RITES Bhawan, 2nd Floor (Left Wing),
Plot No.1, Sector, 29, Gurgaon -122 001 (Haryana)

Failing which the bid shall be rejected and the bidder shall be liable for banning of business dealings. The envelope should bear the tender details (tender no., tender name etc.)

Note:

- i) Micro and Small Enterprises (MSEs) are exempted from payment of cost of tender document & earnest money as per 'Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012.*
 - ii) Earnest money/ bid guarantee may not be taken from other railways, Govt. Departments and firms registered with any of the Railways/ PU's for the tendered item.*
- (g) The bid both technical & financial (i.e., Part-1 and Part-2) should be submitted online in the prescribed format. No other mode of submission is accepted.
- (h) Bid shall be digitally signed by the Authorized Signatory of the bidder and submitted "on-line". No hard copies of the documents (except those specifically asked for in the tender

document) are required to be submitted.

- (i) The bidders will have to accept unconditionally the online user portal agreement which contains the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, along with online undertaking in support of the authenticity regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder.
- (j) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the tender/bid document including terms and conditions without any exception and have understood the entire document and are clear about tender requirements.
- (k) The bidders are requested to submit the bids through online e-tendering system before the deadline for submission of bids (as per Server System Clock displayed on the portal). RITES will not be held responsible for any sort of delay or the difficulties faced during online submission of bids by the bidders.
- (l) The bidder may seek clarification online only within the specified period. The identity of bidder will not be disclosed by the system. RITES Ltd. will clarify the relevant queries of bidders as far as possible. The clarifications given will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of “Pre Bid Clarification Start Date and Time” till “Pre Bid Clarification End Date and Time”.

8.0 TENDER VALIDITY

- 8.1 The Tender shall be valid for a period mentioned in clause 1.6 (b) from the due date for submission of Tender or any extended date as indicated in sub Para below.
- 8.2 In exceptional circumstances, during the process of evaluation of tenders and prior to the expiry of the original time limit for Tender Validity, the Purchaser may request that the Tenderers may extend the period of validity unconditionally for a specified additional period. The request and the tenderer’s response shall be made in writing/ e-mail. A Tenderer may refuse the request without forfeiting his Earnest Money/ Bid Guarantee. A Tenderer agreeing to the request will not be permitted to modify Bid but will be required to extend the validity of the Earnest Money / Bid Guarantee for the period of the extension.

9.0 EARNEST MONEY / BID GUARANTEE

- 9.1 The Tender should be accompanied by earnest money/bid guarantee *in the following form:*
 - (a) For Indigenous bids: Banker’s Cheque /Pay Order/Demand Draft issued by any Scheduled Commercial Bank drawn in favour of RITES Ltd. and payable at Gurgaon / Delhi for an amount as stipulated in clause 1.3 (c) of Section-I.
 - (b) Deleted as not applicable.
- 9.2 Any Tender not accompanied by scanned copies of the instruments or exemption documents for

payment of Earnest Money/Bid Guarantee and cost of tender document in an acceptable form shall be rejected by the Purchaser as non-responsive.

9.3 Refund of Earnest Money/Bid Guarantee

- a) The Earnest Money/Bid Guarantee of the Tenderers whose Technical Bid is found not acceptable will be returned without interest soon after scrutiny of Technical Bid has been completed by the Purchaser subject to provisions of Clause 9.4 (b). After evaluation of the Financial Bids, the Earnest Money/Bid Guarantee of unsuccessful tenderers will be returned without interest within 28 days of the end of the Tender Validity Period subject to provisions of Clause 9.4 (b). The bidder shall submit RTGS/NEFT Mandate Form as per Performa given in **Annexure II**, dully filled in.
- b) The Earnest Money/Bid Guarantee of the successful Tenderer will be returned without interest on receipt of the Performance Bank Guarantee.

9.4 The Earnest Money/Bid Guarantee is liable to be forfeited

- a) if after bid opening, but before expiry of bid validity or issue of Letter of Acceptance, whichever is earlier, any Tenderer
 - i) withdraws his tender or
 - ii) makes any modification in the terms and conditions of the tender which are not acceptable to the Purchaser.
- b) in case any information/document which may result in the tenderer's disqualification is concealed by the Tenderer or any statement/information/document furnished by the Tenderer or issued by a Bank/Agency/third party and submitted by the tenderer, is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party"
- c) in the case of a successful Tenderer, if the Tenderer fails to furnish the Performance Guarantee within the period specified in the tender.

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

10.0 MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF BIDS

- 10.1 The Tenderers shall submit offers which comply strictly with the requirements of the Tender Document as amended from time to time as indicated in Clause 6.0 above. Alternatives or any modifications by the tenderer shall render the Tender invalid.
- 10.2 The bidder can modify, substitute, re-submit or withdraw its E-bid after submission but prior to the deadline for submission of bids. No Bid shall be modified, substituted or withdrawn by the bidder on or after the deadline for submission of bids. Withdrawal of bid after the deadline for submission of bids would result in the forfeiture of EMD / Bid Guarantee.
- 10.3 Any modification in the Bid or additional information supplied subsequently to the deadline for submission of bids, unless the same has been explicitly sought for by RITES, shall be disregarded.
- 10.4 For modification of E-bid (Technical Bid), bidder has to detach its old bid from E- procurement

portal and upload / re-submit digitally signed modified bid.

- 10.5 For withdrawal of bid, bidder has to click on withdrawal icon at E-procurement portal and can withdraw its E-bid.
- 10.6 After the bid submission on the portal, an acknowledgement number will be generated by the system which should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening.
- 10.7 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for bid submission, in the e-tender system. The bidders should follow this time during bid submission.
- 10.8 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & will not be viewable by any one until the date & time specified for bid opening.
- 10.9 The bidder should logout of the tendering system using the normal logout option available in the portal and not by selecting the (X) exit option in the browser.

11.0 AUTHORITY TO SIGN

- a) If the applicant is an individual, he should sign above his full type written name and current address.
- b) If the applicant is a proprietary firm, the Proprietor should sign above his full type written name and the full name of his firm with its current address.
- c) Deleted as not applicable.
- d) If the applicant is a limited Company, or a Corporation, the Documents shall be signed by a duly authorized person holding Power of Attorney for signing the Documents in the Format at Annexure-I / Annexure-XI (as applicable).
- e) Deleted as not applicable.
- f) The Power of Attorney and the DSC shall be in the name of same person.

11.1 Items to be kept in mind while furnishing details

Following should be kept in mind:

- i) There shall be no additions or alterations except those to comply with the instructions issued by the Purchaser or as necessary to correct errors, if any, made by the Tenderers.
- ii) Conditional Offer/ Tender will be rejected. Unconditional rebate/ discounts in the Financial offer will however be accepted.
- iii) The Purchaser reserves the right to accept or reject any conditional rebate/discounts. While evaluating the Bid Price, the conditional rebates/discounts which are in excess of the requirements of the bidding documents or otherwise result in accrual of unsolicited benefits to the Purchaser, shall not be taken into account.

11.2 Deleted as not applicable.

11.2A Deleted as not applicable.

12.0 TENDER OPENING, EVALUATION AND CLARIFICATIONS

- 12.1 The Purchaser will open all the Tenders received, in the presence of the Tenderers or their representatives who choose to attend at **date & time indicated in clause 1.7** of Section-I in the office of **Group General Manager (Expotech), RITES LTD, RITES Bhawan, 2nd Floor (Left Wing), Plot No.1, Sector, 29, Gurgaon -122 001 (Haryana)**.
In the event of the specified date of the opening being declared a holiday by the Purchaser, the Tenders will be opened at the appointed time and location on the next working day.
- 12.2 Opening of bids will be done through online process. RITES reserve the right to postpone or cancel a scheduled bid opening at any time prior to its opening. Information of the same will be displayed at RITES E-procurement portal.
- 12.3 Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who choose to attend on opening date and time. Also the bidders can participate online during the bid opening process from their remote end through their dashboard. The bidder's representatives, who are present, shall sign in an attendance register. RITES shall subsequently examine and evaluate the bids in accordance with the provision set out in the tender document.
- 12.4 It will be the bidder's responsibility to check the status of their Bid online regularly after the opening of bid till award of work. Additionally, information shall also be sent by system generated e-mail to bidder regarding deficiencies in the documents, if any and also request for clarification from the bidder. A system generated SMS alert will also be sent to the bidder. No separate communication will be sent in this regard. Non-receipt of email and SMS will not be accepted as a reason of non-submission of deficient documents or confirmatory documents within prescribed time.
- 12.5 RITES shall not be responsible for any postal delay in receipt of all original documents including the cost of tender document and EMD / Bid Guarantee. In case of non-receipt of these documents in original within the aforesaid period, the bid will be treated as non- responsive.
- 12.6 Deleted as not applicable.**
- 12.7 Single Packet System –**
- (a) Envelope 1 containing scanned copy of Earnest Money/ Bid Guarantee along with Mandate Form as per Annexure-II cost of tender document and scanned copy of Authority to sign document of all the Tenderers will be opened first and checked. If any of the document(s) so furnished are not as per tender stipulations, the Envelope 2 of Technical bid and Envelope 3 containing Financial bid will not be opened and the bid is treated as rejected. The Envelope 2 containing Technical Bid and Envelope 3 containing Financial Bid of other Tenderers who have furnished scanned copies of Earnest Money/ Bid Guarantee, cost of Tender document and Authority to sign as per tender stipulations will then be opened.
- 12.8 The bids received will be evaluated by the Purchaser to ascertain the lowest acceptable bid in the interest of the Purchaser as specified in the specifications and bid documents. Evaluation criteria not mentioned herein but if mentioned specifically in the special conditions of contract, if any, will be taken into consideration in the evaluation of bids.

- 12.9 Purchaser will convert all Bid Prices expressed in the amounts in various currencies in the Bid price as payable, to the local currency of the Purchaser's country at the TT selling exchange rate by Axis Bank in the Purchaser's country for similar transactions; as on the date of bid opening (price bid in case of single packet tenders and technical bid in case of two packet tenders). For statutory taxes/duties, all the offers shall be evaluated as per tax regime as applicable on the date of bid opening (price bid in case of single bid/packet tenders and technical bid in case of two bid/packet tenders).
- 12.10 All tenders will be evaluated on the basis of overall cost at consignee's site arrived on the basis of price quoted on the lines indicated in clause 18.0 (e) of Section –IV for the various cost elements indicated in BOQ to Tender enclosed in Bid Document Section - VIII.
- 12.11 Discounts with conditions attached such as discounts having linkages to quantity, early payment, early Receipt Notes etc. will not be considered for evaluation purpose. Thus discounted rates, linked to quantities and prompt payment etc., will be ignored for determining inter-se price ranking position. If a firm quotes different rates for different quantity slabs, the highest of the rates so quoted will only be taken for determining the inter-se price ranking position. Though the rates without considering discounts with conditions attached and highest of the rates of different quantity slabs shall only be considered for evaluation purpose, RITES may avail the discounted/lowest of the slab rates, if otherwise firm's offer is found to be acceptable.
- 12.12 Public Procurement Policy For Goods Produced And Services Rendered By Micro And Small Enterprises(MSEs):**
- a) **In tenders, participating MSEs quoting a price within price band of L1+15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSEs can be together ordered up to 20% of the total tendered value. Out of this 20%, 4% has been allocated for MSEs owned by the Scheduled Casts/Scheduled Tribes subject to their meeting the tender requirements and the L-1 price.**
- b) MSEs who are interested in availing themselves of benefits mentioned at note (i) & (ii) of clause S.No. 7(f) and clause 12.12 (a) above will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of ministry of MSME indicated below:
- (i) District Industries Centres
 - (ii) Khadi and Village Industries Commission
 - (iii) Khadi and Village Industries Board
 - (iv) Coir Board
 - (v) National Small Industries Corporation
 - (vi) Directorate of Handicraft and Handloom
 - (vii) Any other body specified by Ministry of MSME.

- c) The MSEs must also indicate the terminal validity date of their registration.
- d) Failing to comply the clause 12.12 (b) and 12.12(c) above, such offer will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

13.0 INSPECTION:

The inspection of the stores shall be carried out by authorized inspecting agency of the purchaser as specified in the contract. However, Purchaser reserves its right to accept the Manufacturer's Internal Test Certificate.

14.0 PURCHASER'S RIGHT ON ACCEPTANCE OF ANY TENDER

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

15.0 CANVASSING PROHIBITED

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

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

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

17.0 MISCELLANEOUS RULES AND DIRECTIONS

- 17.1 The Tenderer shall not be permitted to tender for supplies if his near relative is posted as Associated Finance Officer between the grades of AGM(F) and J.M (F) in the concerned SBU Unit of RITES or as an officer in any capacity between the grades of GGM/GM and Engineer (both inclusive) of the concerned SBU of the Purchaser. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the organization of the Purchaser. Any breach of this condition by the Tenderer would render his Tender to be rejected.

No Engineer or other Officer employed in Engineering or Administrative duties in an Engineering Department of the Organization of the Purchaser is allowed to work as a contractor for a period of one year after his retirement from the Purchaser's service without the previous permission of the Purchaser in writing. The contract is liable to be cancelled if either the Contractor or any of his employees is found any time to be such a person who had not obtained the permission of the

Purchaser as aforesaid before submission of the tender or engagement in the Contractor's service.

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

17.4 Duty & Taxes:

(a) INDIGENOUS BIDDERS:

(i) Excise Duty:

- In case stores are for direct export: CT-1 Bond & ARE-1 Form will be provided by RITES for clearance of stores from the place of manufacturer, without payment of excise duty, if payable.
- In case stores are to be utilized as input to export product: "Annexure 45" will be provided for clearance of stores from the place of sub-manufacturer, without payment of excise duty, if payable. RITES shall arrange the "Annexure 45" through its manufacturer on whom RITES has placed an order for the final export product. The final product shall be exported on ARE-2 Form.

Contractor required to advise, immediately on receipt of LOA, the Division, Range, and address of Central Excise Office having jurisdiction over their factory, Central Excise heading and Chapter No. under which the item falls and the value of Percentage of excise duty.

(ii) Sales-Tax/VAT:

- In case stores are for direct export: In lieu of CST (for Central Sales Tax for outside firms for Inter-state transaction) and VAT (for Local Sale Tax within Delhi state) form 'H' will be provided by RITES after export of material within stipulated period of time.
- In case stores are to be utilized as input to export product:
 - In lieu of CST (for Central Sales Tax for outside firms for Inter-state transaction) form 'C' will be provided by RITES within stipulated period of time.
 - For procurement within state applicable VAT shall be payable.

(iii) Other Statutory Tax:

Any other statutory taxes paid by the contractor shall be reimbursed by purchaser on production of the documentary proof/receipt.

Any statutory variation in ED/Sales Tax /VAT/CST, variation in future is liable to be admissible within original delivery period only subject to production of documentary evidence and Govt. notifications and subject to indication of the same in firm's offer and contract.

(b) **Deleted as not applicable.**

- 17.5 Each Bidder shall submit only one Bid either as an individual or as a Proprietor in a Proprietary firm or as a Partner in a Partnership firm or as a Director of a limited Company/Corporation or as a Partner in a Joint Venture. Any Bidder, who has submitted a Bid for supply, shall not be a witness for any other Bidder for the same supply. Failure to observe the above stipulations would render all such Tenders submitted as a Bidder and / or as a witness, liable to summary rejection.
- 17.6 The Bidder shall be fully responsible for all matters arising out of the Performance of the Contract and shall, at his own expense, comply with all laws/ acts/ enactments/ orders/ regulations/ obligations whatsoever of the Government of India, State Government, Local Body and any Statutory Authority.
- 17.7 In case the bidder does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as Zero and the tender will be evaluated by the Purchaser accordingly and the supply executed by the successful bidder accordingly.

18.0 SIGNING OF CONTRACT AGREEMENT

- 18.1 The Tenderer whose tender has been accepted will be notified of the award by the Purchaser by issue of a 'Letter of Acceptance' prior to expiration of the Bid Validity period. The Letter of Acceptance will be sent to the successful Tenderer in two copies one of which should be returned promptly, duly signed and stamped. The Letter of Acceptance will be a binding Contract between the Purchaser and the Bidder till the formal Contract Agreement is executed.
- 18.2 Within the period as specified in tender document, of the date of issue of Letter of Acceptance, the successful Tenderer shall deliver to the Purchaser, Performance Guarantee in the format prescribed at Annexure-V.
- 18.3 At the same time the Purchaser notifies the successful Tenderer that the Tender has been accepted, the Purchaser will direct the Tenderer to attend the Purchaser's office within 28 days of issue of Letter of Acceptance for signing the Agreement. The Agreement will however be signed only after the successful Tenderer furnishes Performance Guarantee and hence, where justified, the period of 28 days stipulated above will be extended suitably.

19.0 PRE QUALIFICATION PERFORMA –

The bidder shall fill the pre-qualification Performa at Annexure-IV / Annexure-X (as applicable). The bid will be evaluated only considering those details and corresponding documents as mentioned in Annexure-IV / Annexure-X (as applicable) and no other details/ certificate/ document will be taken in to consideration while evaluating the bid to decide whether the bidder is qualified or not. For work

experience the details may be given in Performa no.-1 attached to Annexure-IX.

- 20.0 Deleted as not applicable.**
- 21.0** The bid document consisting of tender drawings, specifications, the bill of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen on website www.ritesltd.com free of cost.
- 22.0** After submission of the bid the bidder can re-submit revised bid any number of times but before last date and time of submission of bid as notified.
- 23.0** While submitting the revised / modified Financial bid, the bidder can revise / modify the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last date and time of submission of bid as notified.
- 24.0** The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:
- (i) The bidder is found ineligible.
 - (ii) The bidder does not upload all the documents as stipulated in the bid document.
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
 - (iv) The bidder does not deposit physical instruments of EMD / Bid Guarantee within the period specified in the tender document.
- 25.0** Those Bidders not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
- 26.0** The authorize signatory of the intending bidder must have valid Class-III digital signature to submit the bid.
- 27.0** On opening date, the bidder can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- 28.0** List of Documents to be scanned and uploaded within the period of bid submission:-
1. Banker's Cheque/ Pay Order/ Demand Draft towards cost of Tender Document in accordance with Clause 7.0 (f) hereinbefore
OR
Document in support of exemption from payment of cost of Tender Document
 2. Banker's Cheque/ Pay Order/ Demand Draft/Bid Guarantee towards Earnest Money Deposit (EMD) /Bid Guarantee in accordance with Clause 9 hereinbefore
OR
Document in support of exemption from payment of EMD /Bid Guarantee
 3. Authority to Sign (if required as per Clause 11.0 herein before) in the format given at Annexure -I.
 4. Mandate Form as per Annexure-II

5. Deviation if any as Per Annexure-III
6. Pre-Qualification Proforma as per Annexure-IV / Annexure-X (as applicable) duly filled in.
7. Self-Attested copy of Corrigendum(s), if any.
8. Deleted as not applicable.
9. Deleted as not applicable.
10. Deleted as not applicable.

Note: - Any clarification / deficient document(s) sought by RITES Ltd. as per Clause 12.4 shall be submitted by the bidder.

11. Deleted as not applicable.

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

1. Self-attested copy of PAN/TAN issued by income Tax Department (applicable to Indigenous bidders)
2. Self-attested copy of ISO 9000 Certificate. (if any)

30.0 RITES Ltd. may at its sole discretion approach any Bank, Individual, Purchaser, Firm or Corporation, whether mentioned in the documents submitted by bidders or not, to verify the credentials and general reputation of the bidder.

SECTION – III
SPECIAL CONDITIONS OF CONTRACT

-----Not Applicable-----

SECTION – IV

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS AND INTERPRETATION

- 1.1 The “**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/General Manager , RITES Bhawan, Expotech Division, 2nd Floor, (Left Wing), No 1, Sector-29, Gurgaon – 122001.
- 1.2 “**Purchase Officer**” means the officer signing the acceptance of bid and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;
- 1.3 The “**Contractor**” means the person, firm or company with whom the order or contract for the supply is placed and shall be deemed to include the Contractor’s successors (approved by the Purchaser), representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract;
- 1.4 The “**Sub-Contractor**” means any person, firm, or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the stores;
- 1.5 “**Contract**” means and includes the Notice Inviting Tender, Instructions to Tenderers, Bid, Acceptance of Bid, General Conditions of Contract, Special Conditions of Contract, Bill of Quantity, Particulars and the other conditions specified in the acceptance of bid and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
- 1.6 The “**Parties**” to the contract are the Purchaser and the Contractor, as defined in Clauses 1.1 and 1.3.
- 1.7 “**Acceptance of Bid**” means the letter or memorandum communicating to the Contractor the acceptance of his bid and includes an advance acceptance of his bid;
- 1.8 “**Consignee**” means where the stores are required by the acceptance of bid to be despatched by rail, road, air or sea, the person specified in the acceptance of bid to whom they are to be delivered at the destination; where the stores are required by the acceptance of bid to be delivered to a person as an interim consignee for the purpose of despatch to another person, such other persons; and in any other case the person to whom the stores are required by the acceptance of bid to be delivered in the manner therein specified;
- 1.9 “**Interim consignee**” means the representative of the Purchaser to whom the material is delivered for onward despatch to the consignee and does not include a carrier for the purpose of transmission of the stores to the consignee;
- 1.10 “**Ultimate consignee**” means the actual intended recipient of a shipment, other than the agent or bank to whom it is originally consigned for collection purposes.
- 1.11 “**Stores**” means the goods specified in the contract which the Contractor has agreed to supply under the contract;
- 1.12 “**Drawing**” means the drawing or drawings specified in or annexed to the specifications;

- 1.13 **“Government”** means the Central Government or a State Government as the case may be;
- 1.14 The **‘Inspecting Officer’** means the person or organization, specified in the contract for the purpose of inspection of stores or works under the contract and includes his/their authorized representatives;
- 1.15 **“Material”** means anything used in the manufacturer or fabrication of the stores;
- 1.16 **“Particulars”** include-
- (a) Specifications;
 - (b) Drawings;
 - (c) “Proprietary mark” or “brand” means the mark or brand of a product which is owned by an industrial firm;
 - (d) any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract;
- 1.17 **“Site”** means the place specified in the contract at which any work is required to be executed by the Contractor under the contract or any other place approved by the Purchaser for the purpose;
- 1.18 **“Test”** means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;
- 1.19 The delivery of the stores shall be deemed to take place on delivery & commissioning (where ever applicable) of the stores in accordance with the contract, after approval by the Inspecting Officer if so provided in the contract to ;
- (a) the consignee at his premises ; or
 - (b) where so provided, the interim consignee at his premises: or
 - (c) a carrier or other person named in the contract for the purpose of transmission to the consignee; or
 - (d) the consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- 1.20 Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.

2.0 Authority of person signing the contract on behalf of the Contractor-

A person signing the bid or any other document in respect of the contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorize the making of a purchase of the stores at the risk and cost of such person and hold such person liable to the Purchaser for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase. The provisions of Clause 9.0 shall apply to every such purchase as far as applicable.

3.0 Address of the Contractor and notices and communications on behalf of the Purchaser:

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

4.0 DRAWINGS/SPECIFICATIONS

- 4.1 When bids are called for in accordance with a drawing/ specification, the Contractor's bid to supply in accordance with such drawing/specification, shall be deemed to be an admission on his part that he had fully acquainted himself with the details thereof and in no circumstances, will any claim on his part which may arise on account of his insufficient examination of the said drawing/ specification be considered.
- 4.2 Any drawings, tracings, descriptions specified shall, unless otherwise directed, be furnished by the Contractor with the first consignment of the work to which they relate and no payment whatsoever will be made until such drawings, tracings, descriptions have been furnished to the satisfaction of the Purchaser

5.0 CONTRACT

- 5.1 This contract is for the supply of the stores of the description, specifications and drawings, and in the quantities set forth in the contract on the date(s) specified therein. Unless otherwise specified, the stores shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer.
- 5.2 The whole contract is to be executed in the most approved, substantial and workmanlike manner, to the entire satisfaction of the Purchaser or his nominee, who, both personally and by his deputies, shall have full power, at every stage of progress, to inspect the stores at such times as he may deem fit and to reject any of the stores, which he may disapprove, and his decision thereon, and on any question of the true intent and meaning of the specifications shall be final and conclusive.
- 5.3 Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract or incorporated in a formal instrument or in exchange of letters and signed by the parties.
- 5.4 The Purchaser or his nominee may require such alteration to be made on the work, during its progress as he deems necessary. Should these alterations be such that either party to the contract considers an alteration in price justified, such alteration shall not be carried out until amended prices have been submitted by the Contractor and accepted by the Purchaser. Should the Contractor proceed to manufacture such stores without obtaining the consent in writing of the Purchaser to an amended price, he

shall be deemed to have agreed to supply the stores at such price as may be considered reasonable by the Purchaser.

6.0 PERFORMANCE GUARANTEE BOND

- 6.1 After an advance acceptance of bid or a contract is issued by the Purchaser, the Contractor shall furnish a Performance Guarantee Bond in the Proforma attached (Annexure-V) from a Scheduled Commercial Bank in India within 15 days from the issue of the advance acceptance of the tender to the Contractor or within the period specified in the contract for an amount equivalent to 10% of the value of the contract. The Performance Guarantee Bond from a commercial Bank of the Contractor's country can be accepted only if the Bond is furnished after getting it duly counter signed by the any Scheduled Commercial Bank in India. The expenses to be incurred for the counter-signature shall be borne by the Contractor.
- 6.2 In case furnishing of an acceptable Performance Guarantee Bond is delayed by the Contractor beyond the period provided in clause 6.1, and the Bond is accepted by the Purchaser, liquidated damages, as provided in clause-9.2 for the period of delay in submission of the bond, shall be levied. Alternatively, the Purchaser may declare the contract as at an end and enforce clause 9.2.
- 6.3 If the Contractor, having been called upon by the Purchaser to furnish Performance Guarantee Bond fails to furnish the same, it shall be lawful for the Purchaser.
- (a) to recover from Contractor the amount of Performance Guarantee Bond by deducting the amount from the pending bills of the Contractor under any contract with the Purchaser or the Government or any person contracting through the Purchaser or otherwise howsoever, or
 - (b) to cancel the contract or any part thereof and to purchase or authorize the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of clause-9.2 shall apply as far as applicable.
- 6.4 On the performance and completion of the contract in all respects, the Performance Guarantee Bond will be returned to the Contractor without any interest.
- 6.5 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 Performance Guarantee 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 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 Performance Guarantee 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.
- 6.6 The Performance Guarantee 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 delivery &

commissioning of the stores at consignee's works, and satisfactorily completion of the warranty period and shall in the first instance be valid up to a maximum period of 60 days beyond the date of completion of all contractual obligations of supplier 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 Performance Guarantee Bond on each occasion.

- 6.7 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 Performance Guarantee Bond rendering the same valid for the contract as amended and up to two months beyond the extended delivery period.
- 6.8 The Performance Guarantee Bond or any amendment there to shall be executed on a non judicial stamp paper of requisite value and shall be in accordance with the Indian Stamp Act, as amended from time to time, for adequacy of the Stamp Duty.

7.0 DELIVERY

- 7.1 The Contractor shall as may be required by the Purchaser to deliver at the place(s) detailed in the contract. The quantities of the stores detailed therein and the stores shall be delivered or dispatched not later than the dates specified in the contract. The delivery will not be deemed to be complete until and unless the stores are inspected and accepted by the inspecting officer as provided in the contract.
- 7.2 Notwithstanding any inspection and approval by the Inspecting Officer on the Contractor's premises, manufacturer will be solely responsible for the quality and workmanship of stores supplied.

7.3 **Deleted as not applicable.**

7.4 **Deleted as not applicable.**

8.0 NOTIFICATION OF DELIVERY

- 8.1 Notification of delivery or dispatch in regard to each and every installment shall be made to the Purchaser, Ultimate Consignee and Port Consignee (if applicable) immediately on dispatch or delivery. The Contractor shall further supply to the consignee, to the interim consignee, as the case may be, a packing account quoting number and date of contract and date of dispatch of the stores. All packages shall be fully described in the packing account and full details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination. The copy of Railway Receipt/ Consignment Note or Bill of Lading with other shipping documents, if any, shall be forwarded to the consignee and or the port consignee named in the contract, as applicable, by E mail immediately and registered post on the dispatch of stores. The Contractor shall bear and reimburse to the Purchaser demurrage charges, if any, paid by reason of delay on the part of the Contractor in forwarding the copy of the Railway Receipt, Consignment Note or Bill of Lading and other shipping documents.

9.0 TIME FOR AND DATE OF DELIVERY: THE ESSENCE OF THE CONTRACT

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

9.1 Progressing of deliveries:

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

9.2 Failure and Termination

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

- (a) recover from the Contractor as agreed pre-determined liquidated damages and not by way of penalty a sum equivalent to ½ % (half percent) of the price of any stores (including elements of taxes, duties, freight etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended, for each week or part of a week, during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, subject to a maximum of 10% (ten percent) of value of the delayed supplies; or
- (b) cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of Contractor. It shall, however, be in the discretion of the Purchaser to obtain or not the Performance Guarantee Bond from the firm/firms on whom the contract is placed at the risk and expense of the defaulting firm. However, in respect of contracts where performance guarantee bond of 10% of contract value has been taken, risk purchase clause will not be applicable and in case of default by such firms, the performance guarantee bond submitted shall be forfeited and the quantities unsupplied shall be procured independently without risk and cost of the original Contractor and adverse performance of defaulting firm will be taken into account in future tender cases on merit.

Where risk purchase action is taken under sub-clause (b) above, the Contractor shall be liable for any loss which the Purchaser may sustain on that account provided the purchase, or, if there is an agreement to purchase, such agreement is made, in case of failure to deliver the stores within the period fixed for such delivery in the contract or as extended within nine months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, within nine months from the date of cancellation of the contract. The Contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall

be in the entire discretion of the Purchaser. It shall not be necessary for the Purchaser to serve a notice of such purchase on the Contractor; or

- (c) Cancel the contract or a portion thereof without resorting to Risk purchase by imposing liquidated damage @ 10% of outstanding value of contract after adjusting the Performance Bank Guarantee.

9.3 **Extension of Time for Delivery**

If such failure as in the aforesaid clause 9.2 shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser shall allow such additional time as he considers to be justified by the circumstances of the case, and shall forgo the whole or such part, as he may consider reasonable of his claim for such loss or damage as aforesaid. Any failure or delay on the part of Sub Contractor shall not be admitted as a reasonable ground for any extension of time or for exempting the Contractor from liability for any such loss or damage as aforesaid.

9.4 **Consequence of Rejection**

If on the stores being rejected by the Inspecting Officer or Interim Consignee or Consignees at the destination, the Contractor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to:-

- (i) require the Contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account: or
- (ii) purchase or authorize the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily available) without notice to the Contractor at his risk and cost and without affecting the Contractor's liability as regards the supply of any further installments due under the contract; or
- (iii) cancel the contract and purchase or authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily available) at the risk and cost of the Contractor. In the event of action being taken under sub-clause (ii) above or under this sub-clause, the provision of clause 9.2 above will apply as far as applicable.
- (iv) Where under the contract the price payable is fixed F.O.B. port of despatch or F.O.R. despatching station, the Contractor shall, if the stores are rejected at destination by the consignee, be liable, in addition to his other liabilities, including refund of price recoverable in respect of the stores so rejected, to reimburse to the Purchaser the freight and all other expenses incurred by the Purchaser in this regard.

9.5 **Liquidated Damages for Delay in Commissioning**

The Contractor or his agents shall commission the stores within the stipulated time as shown in the contract. This time frame will be applicable from the date of intimation from the consignee in respect of readiness and installation of the machine in cases where the machine is to be installed by the consignee. The time schedule includes the time for installation in cases where installation is also to be undertaken by the supplier.

The time allowed for commissioning of stores by the Contractor or his agent shall be deemed to be the essence of the contract. In case of delay in commissioning of the stores on the part of Contractor, the Purchaser shall be entitled to recover and the Contractor shall be liable to pay pre estimated liquidated damage at the rate of ½ % of the total contract value for each and every week or part thereof for which commissioning is delayed, provided always that the entire amount of liquidated damages to be paid under the provision of this clause shall not exceed 10% of the total contract value. After expiry of 5 months period from the date of default i.e. from the date of commissioning provided in the contract, Purchaser will be at liberty to invoke the Performance Guarantee bond submitted by the supplier.

Continuance of commissioning work after expiry of stipulated time will also not absolve the Contractor from the liquidated damages as stated above.

The decision of the Purchaser, whether the delay in commissioning has taken place on account of reasons attributed to the Contractor shall be final.

10.0 FORCE MAJEURE

- 10.1 In the event of any unforeseen event which is beyond the reasonable control of the contractor and directly interfering with the supply of stores arising during the currency of the contract, such as war, revolutions, hostilities, acts of the public enemy, civil commotion, sabotage; fires; floods, explosions, epidemics, quarantine restrictions or acts of God, the contractor shall, within a week from the commencement thereof; notify the same in writing to the Purchaser with reasonable evidence thereof. However, it should not be used by a contractor to escape liability for bad performance. Industrial disputes or action affecting a contractors own work force or that of its sub-contractors shall not give rise to Force Majeure events.
- 10.2 If a Force Majeure situation arises, the contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof within fourteen (14) days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 10.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding ninety (90) days, either party may by giving 14 days' notice to the contractor in writing, at its option terminate the contract without any financial repercussion on either side. In case of such termination, no damage shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination. Purchaser will also be entitle to take recourse under Force Majeure should such conditions arise.

11.0 PROGRESS REPORTS

- 11.1 The Contractor shall, from time to time, render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required by the Purchaser.
- 11.2 The submission, receipt and acceptance of such reports shall not prejudice the rights of the Purchaser under the contract, nor shall operate as a estoppels against Purchaser merely by reason of the fact that he has not taken notice of/or subjected to test any information contained in such report.

12.0 INSPECTION

- 12.1 The inspection of the stores shall be carried out by authorized inspecting agency of the purchaser as specified in the contract. However, Purchaser reserves its right to accept the Manufacturer's Internal Test Certificate. The stages and type of inspection shall be binding on contractor.
- 12.2 When inspection during manufacture or before delivery or dispatch is required, a notice in writing shall be sent by the Contractor to the Inspecting Officer when the stores or material to be supplied are ready for inspection and test, and no stores shall be delivered or dispatched until the inspecting Officer has certified in writing that such stores have been inspected and approved by him. At least four weeks' notice must be given to the Inspecting Officer to enable him to arrange the necessary inspection. The examination of stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the Contractor.
- 12.3 In cases where the Inspecting Authority specified in the contract requires on behalf of the Purchaser that inspection of the raw materials to be used and/or stage inspection during the manufacturing process of the component/stores etc., is also to be done, notice in writing shall be sent by the Contractor to the Inspecting Officer to visit his premises/works to test the raw materials and/or conduct necessary inspection during the manufacturing process of the component/stores etc., as deemed essential.
- 12.4 Traveling, boarding & lodging expense of Inspecting Officer shall be borne by the purchaser, but necessary facilities to carry out tests/ witness inspection shall be provided by the contractor free of cost.
- 12.5 In case stores/equipment fails or is found defective during inspection and load trials as well as in those cases where sores are not ready for inspection at the appointed time and dates, total cost of re-inspection including travel, lodging and boarding of the inspecting officials shall be borne by the contractor.
- 12.6 Manufacturer's internal test /quality assurance certificate is to be submitted by the contractor.

13.0 PACKING

- 13.1. Contractor shall secure at his own cost the Articles sufficiently and properly for transit by rail /road, air and/ or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination. The item (s) tendered will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (of high temperature, high humidity, heavy rainfall and mildew and fungus conducive environments 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.

- 13.2. The packing advices should bring out the gross & net weight, dimensions and size of each bundle/package, details of contents of each bundle/package, number of bundle/package and total gross & net weight of the items supplied. Each bundle/package shall contain a packing note specifying the name & address of the contractor, the number and date of the contract, mark as indicated in the contract and the description of the stores and the quantity contained therein.

14.0 MARKING

The following particulars should be stenciled with indelible paint on all the bundles/packages:

- (i) LOA/Work Order No.:
- (ii) Item Description:
- (iii) Consignee:
- (iv) Consignor:
- (v) Lot/Package No:
- (vi) Weight (Gross & Net)
- (vii) Dimension (L X W X H):
- (viii) Invoice No.:

15.0 FREIGHT

The stores shall be dispatched at public tariff rates. In the case of F.O.R. station of dispatch contract, the stores shall be booked by the most economical route and/ or at the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the Contractor liable for any avoidable expenditure caused to the Purchaser. Where alternative routes exist the Purchaser shall, if called upon to do so, indicate the most economical route available or name the authority whose advice in the matter shall be taken and acted upon. If any advice of any such authority is sought his decision or advice in the matter shall be final and binding on the Contractor.

16.0 INSURANCE

- 16.1 The stores shall be fully insured by the contractor as specified in the contract against any loss or damage till delivered safely to the consignee at destination as specified in the contract.
- 16.2 In case of foreign supplies, Purchaser will arrange for the transit insurance of the stores up to destination against any loss or damage. The copy of Invoice and Bill of Lading with other shipping documents, if any, shall be forwarded by contractor to the purchaser by E mail immediately on dispatch of stores.

17.0 PRICE BASIS

17.1 Indian Tenderers

Indian Tenderers are required to quote on “Free delivery at consignee’s site” basis. They shall furnish break up of prices as per prescribed format as provided in the *RITES E-Procurement* portal. They shall also quote, if required, charges for making the foundation for the store and for installation & commissioning of the store at consignee’s site indicating taxes, if any.

- 17.2 Deleted as not applicable.

18.0 Currency of Payment

- (a) The contract price will be normally paid in the currency or currencies in which the price is stated in the successful bid. However, Purchaser reserves the right to effect payment of equivalent amount in the currency or currencies of the country of origin of the goods in case the price is stated in other currencies. The equivalent amount will be calculated on the basis of rates of exchange prevalent on the date of payment.
- (b) Deleted as not applicable.
- (c) The prices quoted shall be firm and not subject to any variation.
- (d) The contractors should quote their lowest possible prices. Quotations should be made only for quantity specified in the bid documents.
- (e) Contractors submitting indigenous bids shall indicate the “Free delivery at consignee’s site” price including other charges as required in terms of tender conditions (viz.training, turnkey, installation & commissioning charges etc., as quoted, if any). Such price shall include all State and Central taxes and Excise Duties leviable on the final finished supplies tendered for. In addition, a complete break-up showing the ex-factory price, packing charges, excise duty, other levies, sales tax, forwarding charges, freight and insurance charges and other charges, if any, shall also be given. Purchaser reserves the right to place contract on the basis of FOR station of dispatch or FOR destination station as considered fit by him.

19.0 PAYMENT TERMS

Payment terms should be followed strictly as per terms and conditions of Bid Documents.

19.1 PAYMENT AGAINST INDIGENOUS SUPPLY

The standard payment terms subject to recoveries if any, under the liquidated damages clause and general condition of contract, TDS and any other taxes, as per the Government of India guidelines will be asunder: -

- (a) 100% of the payment on receipt of material by consignee in good condition at destination specified in the contract, to be made on receipt of documents as specified.
- (b) In case of stores requires commissioning at specified location:
 - (i) 80% of the payment on receipt of material by interim consignee/ in good condition at destination specified in the contract, to be made on receipt of documents as specified.
 - (ii) Balance 20% payment will be made after successful commissioning at the consignee’s premises & receipt of Provisional Acceptance Certificate (PAC) from the consignee.
- (c) All payments shall be made in Indian Rupees. The payments shall be made by NEFT/RTGS on a scheduled/ nationalized bank in India.
- (d) In case of non-payment through NEFT/RTGS or where NEFT/RTGS facility is not available; payment may be released through cheque, depending upon merit. However, payment through NEFT/RTGS is preferable.

19.2 Deleted as not applicable.

20.0 WARRANTY/GUARANTEE

- 20.1 The Contractor shall warrant that everything to be furnished hereunder shall be free from defects and faults in design, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity, with the contract specifications and samples if any and shall if operatable, operate properly.
- 20.2 The Contractor shall provide warranty against any defect owing to manufacturing, design, material & workmanship for a period as specified in clause 1.18 of Section-I from the date of receipt /commissioning of stores at ultimate destination. Any approval of acceptance by Purchaser of the Stores or of the material incorporated here in shall not in any way limits the Contractor's liability.
- 20.3 The Contractor shall, if required, replace or repair the stores or such portion thereof as is rejected by the Purchaser free of cost at the ultimate destination or at the option of the Purchaser, the Contractor shall pay to the Purchaser value there of at the contract price or in the absence of such price at price decided by the Purchaser, and such other expenditure and damages as may arise by reason of the breach of the condition herein specified.
- 20.4 All replacement and repairs that the Purchaser shall call upon the Contractor to deliver or perform under this warranty shall be delivered and performed by the Contractor within 2 (Two) weeks, promptly and satisfactorily. The warranty period will be extended by the number of days the stores remains inoperative /under breakdown during the warranty period and the Performance Bank Guarantee would be returned at the end of such extended warranty period for the stores.
- 20.5 The decision of the Purchaser in regard to Contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.

21.0 INDEMNITIES

The prices stated are to include all rights (if any) or patent, registered design or trade mark and the Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered designs or trade mark being made against the Purchaser, the Purchaser shall notify the Contractor of the same and the Contractor shall , at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

22.0 CORRUPT PRACTICES

- 22.1 The Contractor shall not offer or give or agree to give to any person in the employment of the Purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser or execution or for showing any favour for forbearing to show disfavor to any person in relation to the contract or any other contract with the Purchaser. Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any

offence by the Contractor, or by any one employed by him or acting on his behalf, under chapter IX of the Indian Penal Code (as amended) or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the Contractor and to recover from the Contractor the amount of any loss arising from such cancellation in accordance with the provisions of clause 9.2.

- 22.2 Any dispute or difference in respect of the interpretation, effect or application of the above clause or of the amount recoverable there under by the Purchaser from the Contractor, shall be decided by the Purchaser, whose decision thereon shall be final and binding on the Contractor.

23.0 INSOLVENCY AND BREACH OF CONTRACT

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

- (a) if the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make and conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act. Or
- (b) if the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the Debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- (c) if the Contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser any extra expenditure he is thereby put to and the Contractor shall, under no circumstances, be entitled to any gain on re-purchase.

24.0 CARTEL FORMATION

- (a) The Tenderers are expected to quote most competitive prices freely.
- (b) Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, the purchaser reserves the right to place order on one or more firms with exclusion of the rest, without assigning any reasons thereof. The selection of one or more firms may be on the basis of past performance records, capability, capacity, quality performance, after sales service response etc subject to rates being considered reasonable.
- (c) Firms are expected to quote for a quantity not less than 50% of the tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected in case Cartel Formation is suspected. Purchaser however reserves the right to order on one or more firms for any quantity.

- (d) The firms who quote in cartel are warned that their names may be deleted from list of approved sources.
- (e) Wherever there is suspected Cartel formation from approved sources, RITES reserves the right to place orders on new sources

25.0 ARBITRATION/ SETTLEMENT OF DISPUTE

25.1 MUTUAL SETTLEMENT OF DISPUTES

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.

25.2 ARBITRATION

If the efforts to resolve all or any of the disputes through conciliation fail, such disputes shall be referred to the sole arbitrator to be appointed by Chairman and Managing Director (CMD) RITES Ltd. The decision of CMD/RITES shall be final. The seat of arbitration shall be at Delhi.

25.3 GENERAL

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.

25.4 JURISDICTION

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

26.0 SECRECY

- 26.1 The Contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the Official Secrets Act and any regulations framed thereunder.
- 26.2 Any information obtained in the course of the execution of the contract by the Contractor, his servants or agents or any person so employed, as to any matter whatsoever which would or might be directly or indirectly, of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.
- 26.3 Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract and to purchase or authorize the purchase of the stores at the risk and cost of the Contractor in accordance with the clause 9.2 of the General conditions of contract. In the event of such cancellation, the stores or parts manufactured in the execution of the contract shall be taken by the Purchaser at such price as he considers fair and reasonable and the decision of the Purchaser as to such price shall be final and binding on the Contractor.

27.0 QUANTITY VARIATION

The Purchaser reserves the right to increase or decrease the quantity up to 30% of the quantity offered by the successful Bidder at the rates & other terms and conditions offered by them. The Contractors 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.

28.0 SUBMISSION OF DOCUMENTS:

- (a) Indigenous supplier: 02 sets of following documents in original by registered post /courier at the address specified.
- (i) Commercial Invoice showing the description, quantity and price of stores. Invoice should be in the name of RITES Ltd., SCOPE Minar, Laxmi Nagar, Delhi-110092 and should be dispatched to RITES Corporate Office (The Group General Manager, RITES Ltd., RITES Bhawan, Expotech Division, 2nd Floor, (Left Wing), No 1, Sector-29, Gurgaon-122001 (Haryana), India).RITES TIN No. 07190176471.
 - (ii) Packing List must indicate the Gross & Nett weight, Dimension and content of each bundle/package/box.
 - (iii) Manufacturer Internal Test /Inspection certificate or Purchaser's nominated Inspecting Agency certificate as applicable.
 - (iv) ARE-1 / Annexure-45 (as applicable) in case of excisable stores duly endorsed by excise officials.
 - (v) Guarantee Certificate
 - (vi) Dispatch particulars including RR/GR
 - (vii) Any other additional documents like product catalogue, drawings, manuals etc.as specified in clause 1.20 of Section -I)

Note: One set of the copies of above documents should also accompany with the stores.

- (b) Deleted as not applicable.

29.0 CORRESPONDANCE

All communications related to this contract shall be addressed to:

The Group General Manager

RITES Ltd., RITES Bhawan, Expotech Division, 2nd Floor, (Left Wing),

No 1, Sector-29, Gurgaon – 122001 (Haryana), India

30.0 EXPORT/IMPORT BENEFITS

RITES, being the merchant exporter will claim export/import incentives wherever applicable as per Government of India norms. However, the manufacturer will be provided proof of export, if required.

31.0 SPECIAL CONDITIONS

Special conditions mentioned in tender documents separately or with technical specifications, will prevail in case they differ from general conditions of contract.

SECTION - V**TECHNICAL SPECIFICATIONS**

Sr. No.	Description	Drawing &Part No.
1.	36 Nos. of AAR-H Type Tight Lock Automatic Coupler, 10A contour, with Transition Screw Coupler.	DLW Part No. 11535945 and RDSO Spec. No. MP-0.41.00.05 (Rev.0.00), July-2004

SECTION - VI**LIST OF DRAWINGS ENCLOSED**

Sr. No.	Description	Drawing &Part No.
1.	36 Nos. of AAR-H Type Tight Lock Automatic Coupler, 10A contour, with Transition Screw Coupler.	DLW Part No. 11535945 and RDSO Spec. No. MP-0.41.00.05 (Rev.0.00), July-2004

**SECTION VII
(ANNEXURES)**

ANNEXURE - I

**FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY
POWER OF ATTORNEY**

(Applicable to Indigenous Bidders)

(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 _____ and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the supply _____ (name of supply), including signing and submission of application/ proposal, participating in the meetings, responding to queries, submission of information / documents and generally to represent us in all the dealings with RITES or any other Government Agency or any person, in connection with the works until culmination of the process of bidding, till the Contract Agreement is entered into with RITES and thereafter till the expiry of the Contract Agreement.

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

(Add in the case of a Consortium/Joint Venture)

Our firm is a Member/Lead Member of the Consortium of _____, _____ and _____.

Dated this the _____ day of _____ 20

(Signature and name of authorized signatory being given Power of Attorney)

(Signature and name in block letters of *All the partners of the firm, * Authorized Signatory for the Company) (* Strike out whichever is not applicable)

Seal of firm/ Company

Witness 1:	Witness 2:
Name:	Name:
Address:	Address:
Occupation:	Occupation
Notes:	

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

MANDATE FORM

(Applicable to Indigenous Bidders)

To

The Group General Manager

RITES Ltd., RITES Bhawan, Expotech Division,

2nd Floor, (Left Wing), No 1, Sector-29, Gurgaon – 122001 (Haryana), India

Dear Sir,

Authorization for payments through Electronic Fund Transfer System (RTGS/NEFT)

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

(TO BE FILLED IN CAPITAL LETTERS)

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

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

Date: _____

SIGNATURE

(AUTHORISED SIGNATORY)

Name _____

BANK CERTIFICATION

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

Date: _____

SIGNATURE

(AUTHORISED SIGNATORY)

Name _____

OFFICIAL STAMP

ANNEXURE - III

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

To

The Group General Manager

RITES Ltd., RITES Bhawan, Expotech Division,

2nd Floor, (Left Wing), No 1, Sector-29, Gurgaon – 122001 (Haryana), India

Dear Sir,

The following are the particulars of deviations from the requirements of the Tender Documents consisting of Section I to Section VIII.

SR. NO.	SECTION	CLAUSE	DEVIATION	REMARKS (Including justification)

Signature and seal of the Manufacturer/ Tenderer

NOTE: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.

ANNEXURE- IV

PRE-QUALIFICATION PERFORMA

(Applicable to Single / Limited Tenders)

Name of Work				
Tender No.				
Name of the Bidder:				
Details of Cost of Tender Document Paid by Banker's Cheque / Pay Order / Demand Draft (if applicable)	Name & Address of Issuing Bank	Amount	Date of Issue	Instrument placed at
Details of EMD (paid by Banker's Cheque/ Pay Order/ Demand Draft) or Bid Guarantee (if applicable)				

Other documents to be submitted along with Tender documents:

Sl. No.	Particulars	Document Placed at:	Remarks
1	Written Power of Attorney of the signatory of the Tender on behalf of the tenderer as per Annexure- I /Annexure-XI (As applicable)		
2	Mandate Form as per Annexure- II		
3	Deviation as per Annexure-III		
4	Draft Memorandum of Understanding executed by members of the Consortium/ Joint Venture as per Annexure- VI (if applicable)		Deleted as not applicable
5	Power of Attorney in favour of Lead Member as the Lead Member of JV executed by the authorized representatives of all the members of JV (where Joint Venture is allowed)		Deleted as not applicable
6	Integrity Pact as per Annexure-VIII (if applicable)		Deleted as not applicable

ANNEXURE - V

PROFORMA OF PERFORMANCE GUARANTEE BOND

Ref.....

Date.....

Bank Guarantee No.....

To

The Group General Manager
RITES Ltd., RITES Bhawan,
Expotech Division, 2nd Floor, (Left Wing),
No 1, Sector-29, Gurgaon – 122001 (Haryana), India

- 1. Against contract (or vide Advance Acceptance of the Tender) No.....dated.....covering supply of.....(hereinafter called the said 'contract') entered into between the RITES Ltd. 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 RITES Ltd., the amount of(write the sum here in words) to indemnify and keep indemnified the RITES Ltd. against any loss or damage that may be caused to or suffered by the RITES Ltd. 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 RITES Ltd., 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 the RITES Ltd. shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the RITES Ltd.
2. We.....Bank Ltd., 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.....hereinafter called the said date and that if any claim accrues or arises against us.....Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us.....Bank Ltd., notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us.....Bank Ltd., by the RITES Ltd. before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the RITES Ltd.
3. It is fully understood that this guarantee is effective from the date of the said contract and that weBank Ltd., undertake not to revoke this guarantee during its currency without



the consent in writing of the RITES Ltd.

- 4. We undertake to pay to the RITES Ltd. any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payments so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.

- 5. WeBank Ltd., further agree that the RITES Ltd. 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 RITES Ltd. against the said Contractor and to forbear or enforce 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 reasons of any such variation or extension being granted to the said Contractor or for any forbearance and/ or omission on the part of the RITES Ltd. or any indulgence by the RITES Ltd.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.
- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor or Supplier.

Date.....

Place.....

Witness.....

Signature.....

Printed Name

.....

(Designation)

.....

(Bank's Common Seal)

SECTION VIII
PART - 2
FINANCIAL BID
BILL OF QUANTITIES

SCHEDULE OF QUANTITY						
ITEM RATE TENDER						
SL NO	DESCRIPTION OF ITEM	UOM	QUANTITY (Nos.)	QUOTED		
				UNIT RATE		AMOUNT
				In Figures (INR/USD)	In Words (INR/USD)	In Figures (INR/USD)
1	2	3	4	5a	5b	5c
1	Supply of AAR-H Type Tight Lock Automatic Coupler, 10A contour, with Transition Screw Coupler as per DLW Part No. 11535945 and RDSO Spec. No. MP-0.41.00.05 (Rev.0.00), July-2004		36			
2	Excise Duty Nil against Form I					
3	CST@2% against 'C' Form(In %)					
4	Freight charges (INR)					
5	Insurance charges (INR)					
6	Any Other Charges (INR)					
7	Total Unit Price (INR) Incl. of all taxes, freight, insurance & other					
8	Total Price (INR)					
	Total	In figure				
		In words				

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भारत सरकार
रेल मंत्रालय

209

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS

**SCHEDULE OF REQUIREMENTS
FOR
DESIGN, PURCHASE AND ACCEPTANCE OF
HIGH TENSILE TIGHT LOCK TRANSITION CENTRE BUFFER COUPLER
FOR
INDIAN RAILWAY BROAD GAUGE LOCOMOTIVES**

विशिष्ट सं. चा.श.- 0.41.00.05 (संशोधन 0.00)
जुलाई - 2004

SPECIFICATION NO. MP- 0.41.00.05 (Rev. 0.00)
JULY-2004

अनुसंधान अभिकल्प और मानक संगठन
लखनऊ-226011

RESEARCH, DESIGNS & STANDARDS ORGANISATION
MANAK NAGAR, LUCKNOW-226 011

PRICE Rs. _____

1

Page No. 01 to 22

ORIGINAL

SCOPE

The locomotives of Indian Railways are fitted with AAR 'E' type couplers with transition screw coupling and side buffers. With the introduction of coaches fitted with 'H' type tight lock CBCs on Indian Railways, problem of slack is experienced between the 'E' type coupler of locomotive and adjacent 'H' type tight lock coupler on the coach and hence, the need of a appropriately designed 'H' type tight lock coupler with provision of transition screw coupling is necessary for fitment on locomotives. The fitment of transition screw coupling on locomotives is essential as these locomotives are used for hauling coaching stock fitted with tight lock 'H' type couplers as well as other rolling stock fitted with screw couplings and 'E' type couplers.

Hence, Indian Railways require design of a coupler that can be used for passenger, freight and mixed service operations and this schedule is meant for this purpose of designing a coupler with suitable changes in the 'II' type coupler head without affecting the anti climbing feature. The existing draft gear and yoke shall be retained on all types of Broad gauge diesel and electric locomotives and the new design of coupler shall be retrofittable on the existing Indian Railway locomotives.

The new coupler shall conform to the guidelines and clauses given in AAR manual in respect to design, material, manufacturability, testing and repair etc.

IMPORTANT

Tenderers are advised to go through this schedule carefully. In case they need clarification regarding any of the clauses of this schedule, they shall contact Director General (Motive power), RDSO, Manak Nagar, Lucknow -226 011 (India).

RDSO's Fax No. 91 - 0522 - 2453916

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2. SKDL-508 - Fabricated striker block for CBC for BG locomotives.
3. CLW's Drg. no. 05/3/57/31 - Modified striker casting applicable for WAP1 & 3, WCG3, WAG5 & 7, WCM6
4. SKDL-890 - Details for uncoupling gear of transition CBC.
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6. SKDL-2494 - Revised arrangement of Transition screw coupling for Center Buffer Coupler.
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9. SK-62724 - Details for Transition And Non-Transition CBC.
10. GM drawing no. 10661374 - Assembly drawing of coupler /Draw gear/buffer application for GM's passenger Locomotive.(WDP4)
11. Mukand's drg. no SD-2381 - Coupler head assembly for GM's passenger locomotive.(WDP4)
12. 56-BD-97 - Schedule of Technical Requirements for transition CBC for B.G. wagons and B.G. locomotives.

**SCHEDULE OF REQUIREMENTS FOR DESIGN, PURCHASE AND ACCEPTANCE
OF HIGH TENSILE TIGHT LOCK TRANSITION CENTRE BUFFER COUPLER
FOR INDIAN RAILWAY BROAD GAUGE LOCOMOTIVES**

1.0 FOREWORD

- 1.1 This specification is intended to cover the technical provisions relating to design, material, construction and tests and does not include all the necessary provisions of the contract.
- 1.2 Whenever there is a conflict among the stipulations in the present specification, drawings or any of the relevant specifications, the most stringent requirement will apply. All specifications and drawings shall be of latest revision / alteration.

2.0 SCOPE

- 2.1 This schedule covers the technical provisions relating to design, purchase and acceptance requirements for an high tensile tight lock transition center buffer coupler and its associated components including AAR'H' type coupler head with provision for fitment of transition screw coupling, clevis with pin and washer, coupler operating mechanism with mounting brackets and coupler carrier for fitment on broad gauge locomotives of Indian Railways.

3.0 DEFINITIONS

- 3.1 'PURCHASER' means the Ministry of Railways, or an administration under the Ministry of Railways, on behalf of the President of the Republic of India.
- 3.2 'IR' means Indian Railways.
- 3.3 'RDSO' means Research Designs and Standards Organisation Manak Nagar, Lucknow - 226 011.
- 3.4 'INSPECTING AUTHORITY' means the representative of RDSO nominated by Director General/RDSO to inspect the supply on behalf of the PURCHASER.
- 3.5 'TENDERER' means the firm/company that submits offer for supply of centre buffer couplers (hereinafter referred to as couplers), and associated components as per this schedule.
- 3.6 'CONTRACTOR' means the firm/company on whom order, for supply of couplers and associated components, in full or part, as per this schedule, is placed.
- 3.7 'SUB-TENDERER' means any firm or company from whom the TENDERER may obtain an item of supply not necessarily manufactured by the TENDERER himself.

3.8 'SUB-CONTRACTOR' means any firm or company from whom the CONTRACTOR may obtain any material, assemblies or sub-assemblies used for the manufacture of couplers and other associated components.

3.9 'SPECIFICATION', unless otherwise mentioned, refers to specifications of IR/RDSO and the same could be procured from DG/RDSO on normal payment basis.

4.0 PARTICULAR REQUIREMENTS

4.1 The coupler shall be of transition type and shall be couplable with all the AAR Type 'F' couplers being used on existing locomotives to RDSO specification No. 56-BD-97 & drawing number SKDL-3430, GM passenger locomotive (WDP4) to GM drawing No. 10661374 and coaching stock fitted with screw coupling arrangement as well as 'H' type tight lock couplers. Design parameters and operating conditions of sample locomotive are as indicated in annexure-A. Details of couplers and draft gears used on I.R. broad gauge locomotives are given in annexure B & C respectively.

4.2 Coupler head shall be to AAR 'H' type tight lock with the provision for fitment of transition screw coupling and contour shall be to APTA-SS-M-002-98 (Standard S-166 & S-168). The contour slack when two such couplers are coupled together should not be more than 3.5 mm in new condition. The guard arm of the coupler shall be at the centerline of the coupler. The coupler design excluding head portion (for other than WDP4 locomotives) shall be as per item 18 of RDSO drawing no. SK-62724.

4.3 Clevis shall have proof load of 750 KN and the existing design of transition screw coupling to drawing no. SKDL-2494 & 2495 shall be retained. Clevis shall be suitably designed to fit into modified coupler head and shall remain properly engaged with the knuckle during starting of train and also in traction, buff and braking modes while hauling coaching stock with screw couplings.

4.4 Coupler mounting arrangement on underframe shall be generally to drawing No. SKDL-3430 applicable for existing I.R. broad gauge locomotives (excluding WDP4 locomotive), with coupler tail end design suitably adapted to fit into existing AAR type draft gears of I.R. locomotives. For GM passenger locomotive (WDP4), shank and tail end design shall conform to M/s Mukand's drawing No. SD-2381. Coupler head, clevis and screw coupling shall be same as in para 4.2 and 4.3.

4.5 All components of the coupler shall be interchangeable with corresponding parts of other couplers.

4.6 The design offered shall be similar to a service-proven one. Documentary evidence of the application of similar couplers in other Railway systems shall also be submitted.

4.7 The existing draft gear and yoke shall be retained on all the locomotives. The coupler pocket and draft gear pocket lengths on underframe shall remain unchanged and redesigned coupler shall be suitable for fitment on both new and existing locomotives.

- 4.8 The coupler operating mechanism shall comprise of steel rods for articulation and use of wire or any other limp / flexible material in the articulation shall not be accepted.
- 4.9 Spring loaded coupler carrier shall be suitably provided avoiding any shifting / modification of the existing cattle guard.
- 4.10 The design of coupler head shall enable coupling of two couplers with a maximum vertical displacement of their center lines of 90 mm, without manual assistance. The horizontal gathering range of the coupler heads shall be 110 mm on either side of the longitudinal center lines when coupled with 'H' coupler.
- 4.11 The contractor shall submit requisite drawings with important controlling dimensions and tolerances thereon with the surfaces and dimensions necessary to be gauged.

4.12 MATERIAL AND MANUFACTURE OF STEEL CASTINGS

- 4.12.1 Except for locks and knuckles, cast steel (including clevis) shall be furnished and marked in accordance with AAR Specification M-201 Grade E. The locks and knuckles shall be furnished in accordance with para 4.17.1.

4.13 CHEMICAL COMPOSITION AND TESTS

4.13.1 Chemical Composition

The steel analysis shall not exceed the following:

Carbon, Maximum percent	0.32
Manganese, maximum percent	1.85
Phosphorus, maximum percent	0.03
Sulfur, maximum percent	0.03
Silicon, maximum percent	1.50

4.14 CHEMICAL ANALYSIS

4.14.1 Ladle analysis

The manufacturer shall carry out test of samples taken during the initial 25 percent of the castings poured from each ladle to determine the percentage of carbon, manganese, phosphorous, sulphur, silicon and of the other intentional alloying elements. The results of analysis shall be reported to Inspecting Authority and shall conform to the requirements of para 4.13.1. If drillings are used, they must be taken at least 6.5 mm beneath the surface of the test ingot.

4.14.2 End of heat analysis

Manufacturer to determine the percentage of manganese must use a sample found with last acceptable castings of each heat. The results of this analysis must be reported to Inspecting Authority and shall conform to the requirements of para 4.13.1. If drillings are used, they must be taken at least 6.5 mm beneath the surface of the test ingot.

4.14.3 Test lugs

For all castings, at least two and not more than four test lugs shall be cast. The location of test lugs shall be such that when removed, they shall indicate steel castings have been subjected to heat treatment. The standard test lug shall be 25 mm in height, 25 mm in width and 13 mm or 16 mm in thickness where it joins with castings.

If, in the opinion of the Inspector, a casting if not heat-treated, will be heat-treated.

4.15 HARDENABILITY

4.15.1 Composition of Grade E steel, except for coupler locks, shall produce in the standard Jominy test the minimum hardness at 11 mm from the quench end for the carbon composition as follows, based on the initial composition :

Carbon percent	Minimum Hardness (Rc)
Up to 0.25	30
0.25 to 0.30	33
0.31 to 0.32	35

4.15.2 Frequency of testing

The manufacturer shall carry out Jominy tests on the following frequency:

- a) On every heat till ten (10) consecutive heats gives satisfactory test results.
- b) On satisfactory Jominy test results for ten (10) consecutive heats at least one test every month.

On unsatisfactory Jominy test results during monthly tests, tests on every heat till ten (10) consecutive satisfactory tests.

4.15.3 Hardenability calculations

The ideal critical Diameter (D1) shall be calculated for each heat of quenched and tempered steel in accordance with ASTM Designation A 255 latest revision, Appendix III. The calculated dia. shall be indicated in test records and the Quality Assurance Plan (QAP).

4.16 MECHANICAL PROPERTIES AND TESTS

Each melt shall be tested for mechanical properties after heat treatment. The coupons from each melt shall be heat treated with castings of the same grade, in the same manner as the casting they represent.

4.16.1 Tensile test specimen coupons

The coupons shall either be cast attached to the castings or the gating system or produced from keel blocks and prepared in accordance with ASTM Designation A 370, latest revision.

4.16.2 Tension test

4.16.2.1 Test shall be conducted in accordance with standard methods and definition for mechanical testing of steel products, ASTM standard A 370, latest revision, using 13mm round, 51mm gauge length specimens as illustrated in that specification. Specimens are to be removed from coupons produced as per para 4.16.1 and shall meet the following minimum requirements:

Tensile Strength Kg/Sq.cm. (minimum)	8435
Yield Point Kg/Sq.cm. (minimum)	7030
Elongation in 51 mm (minimum %)	14
Reduction in area, %	30

4.16.2.2 One specimen per heat for each grade of steel shall be tested. If test specimen shows a defect during machining or exhibits flaws before or after testing, it should be discarded and another specimen substituted.

4.16.3 IMPACT TEST

4.16.3.1 The manufacturer shall carry out tests to determine impact properties of Standard Charpy-V-Notch type "A" specimens prepared as shown in ASTM Standard A370. Specimens to be removed from coupons prepared as per para 4.16.1. A test consists of determining the average energy absorbed from three-impact specimens from the same heat. The results should meet the following minimum requirements at the following temperatures.

Cast steel	Temp. °C	Energy Kg.m.
Grade E	-40	2.77

4.16.3.2 The manufacturer shall test specimen and record results, including chemistry of that heat, excluding flawed specimens. Frequency of such test shall be one heat per week per grade of steel during pouring of the last 25 percent of the heat. Specimens to be removed from coupons as per para 4.16.1 and test shall be conducted in accordance with Standard Methods and Definitions of ASTM Standard A 370, latest revision.

4.16.4 HARDNESS

4.16.4.1 The cast steel components must meet the following Brinell hardness range:

Grade	BHN Range
Grade E steel castings (except lock and knuckle)	241-311
Grade E, lock and knuckle	241-291

4.16.4.2 Testing shall be done on a surface that has been ground to remove decarburisation in accordance with ASTM A 370. The hardness shall be checked on the location as shown in annexure-E. Hardness of the components not shown in figure shall be checked at suitable location.

4.17 HEAT TREATMENT

4.17.1 Knuckles and locks shall be heated to the proper temperature above the critical range for the required time and upon removal from the furnace shall be subjected to accelerated cooling by immersion in a suitable liquid medium. All quenched castings (except knuckles and locks) shall be tempered immediately following the quenching operation to a hardness of Brinell number range of 241 - 311. Knuckles and locks shall have a Brinell hardness range of 241 - 291.

4.17.2 After pouring, castings shall be allowed to cool to a temperature below 538 deg. C prior to heat treatment at a rate that would not be injurious to the castings.

4.17.3 Grade E steel castings shall be furnished quenched and tempered.

4.17.4 **Quenched and tempered steel castings shall be processed in the following order, also keeping in view the requirements of para 4.17.1.**

4.17.4.1 Heat to the proper uniform temperature above the transformation range and hold for the proper time to achieve complete austinization and to refine the grain structure.

4.17.4.2 Withdraw from furnace while castings are above the transformation range, subject to rapid cooling by suitable liquid medium to a temperature substantially below the transformation range.

4.17.4.3 Temper by reheating to proper uniform temperature below the transformation range, but not less than 427 deg. C, Hold for the required time, remove from the furnace and allow to cool at any desired rate. All castings prone to cracking after quenching shall be tempered as soon as necessary to prevent cracking, but in no case shall the time between quenching and tempering exceed eight hours.

4.17.5 All the stages of heat treatment with various temperature ranges of processes shall be clearly brought out in QAP. Inspecting Authority may examine it with actual heat treatment process being followed as and when required.

5. COMPONENTS PERFORMANCE AND TEST REQUIREMENTS

5.1 PROOF TESTS

5.1.1 Coupler bodies and knuckles shall meet permanent set and ultimate strength requirements shown in paragraph 5.1.4. The dimensions shown in annexure-D shall be used for determining permanent set, and results recorded. Special test knuckles for testing coupler bodies shall have a load capacity in excess of 408 tonnes.

5.1.2 When testing coupler bodies, if test knuckle breaks before required loading is attained, the test shall be terminated and the load recorded as the 'maximum applied load.'

5.1.3 Test machines shall have a minimum capacity to meet specified loads and be calibrated to ASTM standards.

5.1.4 Static Tension Test requirements:

Maximum permanent set in mm for Grade E Steel

	At 181.5 t.	At 317.5 t.	Minimum Ultimate
* Knuckle	0.76 mm	-	295 t.
Coupler body	-	0.76 mm	408t.

*Based on testing with dummy knuckle fixture.

5.1.5 Proof test of clevis

5.1.5.1 The clevis shall be able to withstand a proof load of 750 KN without any deformation. Method of testing shall be as given in RDSO drawing No. SKDL-2496.

5.2 COUPLER OPERATION

- 5.2.1 The coupler assembly shall be checked in accordance with clause 6.8 of APTA RP-M-003-98.

5.3 CASTING FINISH

- 5.3.1 Riser pads and gate stubs shall not project more than 6mm above the surrounding surface at any location, where interference would exist in the operation or application or where serviceability would be affected, the riser pads and gate stubs shall be contoured to surrounding areas.
- 5.3.2 Castings shall be blasted sufficiently clean to permit thorough, visual inspection. Prior to shipment, castings shall be free of dirt, rust, or loose material that would affect operation. Couplers must not be sand or shot blasted when completely assembled.
- 5.3.3 The castings shall not be painted or covered with any substance that will hide defects. However, manufacturer's and/or purchaser's paint identification marks are acceptable.

5.4 LUBRICATION

- 5.4.1 Only dry lubricant shall be applied to the coupler head or the coupler head fittings. This lubricant may be applied using water, alcohol, or other non-petroleum based carrier.

5.5 MARKINGS

- 5.5.1 The coupler shall be marked in accordance with clause 6.12 of APTA RP-M-003-98.
- 5.5.2 The manufacturer shall ensure that marking details are legible and are of good quality, which shall remain legible through out the entire service life of coupler and its components. The marking shall be done at the casting stage itself so that the marking shall remain legible during entire service life of the components. The manufacturer will not be permitted to provide manufacturer's code and marking by electric arc welding in case these are not visible at casting stage.

5.6 GENERAL REQUIREMENTS FOR CASTING ACCEPTANCE

This section defines and classifies casting defects and is to be used for visual inspection and gauging of coupler bodies, knuckles and locks by the manufacturer before offering for Purchase Inspection.

5.6.1 Surface acceptance level

Surface acceptance level for steel casting components of the coupler offered shall conform to the relevant clauses of AAR specification No. M-211.

5.6.2 Evidence of improper heat treatment

Evidence of improper Heat Treatment as shown from manufacturer's records shall not be accepted. Heat treatment lugs may be used by Inspecting Authority to assist in the determination of improper heat treatment.

6. QUALIFYING REQUIREMENTS

The TENDERER shall meet the qualifying requirements listed below and submit the documents in support thereof, along with the offer.

- 6.1 The TENDERER should have obtained approval from AAR or any other reputed international railroad R&D agency for manufacture of similar type of coupler offered.
- 6.2 The TENDERER or SUB-TENDERER should have a well equipped foundry with requisite heat treatment facilities, sound R&D set-up and that the TENDERER or SUB-TENDERER regularly manufactures and supplies similar type of coupler offered.
- 6.3 The TENDERER or SUB-TENDERER should have adequate plant and manufacturing capacity to manufacture and supply the couplers within the delivery schedule.
- 6.4 The TENDERER should have a well-established quality control system and organisational set-up, to ensure adequate quality, at all stages of manufacture.
- 6.5 **This para deals with the design, manufacture, testing and inspection of the couplers.**
 - 6.5.1 The general design and the arrangement drawing of the coupler showing draft gear in position shall be got approved from RDSO.
 - 6.5.2 The tenderer/ sub-tenderer shall prepare QAP for the manufacture and inspection of the coupler, and it should be submitted to RDSO for approval.
 - 6.5.3 In process inspection on samples selected at random shall be done by RDSO after the casting of the components and after the machining of the components of coupler head for verifying conformance with the drawings.
 - 6.5.4 List of the manufacturing and acceptance gauges, used by the tenderer or the sub-tenderer to check the internal components including clevis and the coupler head to ensure interchangeability, shall be submitted to RDSO.
 - 6.5.5 Repeated coupling and uncoupling operation must be performed on two newly developed couplers on a special test rig made for this purpose by the tenderer or sub-tenderer to ensure repeatability of the coupling and the uncoupling. The functioning of anti-creep mechanism will be checked before the tests and after every 50 operations thereafter. The number of operations shall be decided while finalising the test plan, depending upon the characteristics of the design offered.

- 6.5.6 Repeated coupling and uncoupling operation must be performed on the newly developed coupler head and the coupler head brought from the source approved by the MCSCM of AAR, which shall be supplied by RDSO/IR on a special test rig made for this purpose by the tenderer or sub-tenderer to ensure repeatability of the coupling and the uncoupling. The number of operations shall be decided while finalising the test plan, depending upon the characteristics of the design offered.
- 6.5.7 Interchangeability of internal parts like knuckle, lock, knuckle thrower and toggle etc with the corresponding parts of the coupler head sourced from a source approved by the MCSCM of AAR, which shall be supplied by RDSO/IR, will be checked by interchanging one or more than one of the standard coupler parts in different permutations and combinations. The operation of the coupler in respect of coupling, uncoupling and the working of anti-creep mechanism will be checked after every change.
- 6.5.8 Functional tests on the couplers shall be carried out as per the agreed protocol between the contractor and the RDSO. After this, the prototype coupler shall be fitted on the I.R BG locomotive for trial purpose and it's couplability with 'E' coupler on locomotive and screw coupling on coach, shall be tested.
- 6.5.9 The TENDERER shall specify the wear limits for the components of the coupler head and demonstrate the functioning of the coupler head with fully worn components.
- 6.5.10 Strength tests are to be done on the coupler as per the clause 5.1 of this schedule.
- 6.5.11 A test plan should be submitted by the tenderer and after the assessment of the test plan along with the design of coupler offered, RDSO may modify or supplement the test plan before granting approval.
- 6.6 The TENDERER shall submit copies of letters / certificates from the railway systems, to which supplies of similar couplers have been made in the past, testifying satisfactory quality and service reliability of these couplers and associated components.
- 6.7 In addition to the above, further information, if required by the PURCHASER, shall be promptly provided by the TENDERER / CONTRACTOR.
- 6.8 TENDERER not submitting the above mentioned requisite information should note that incomplete offer is liable to be rejected.

7. GENERAL REQUIREMENTS

- 7.1 The CONTRACTOR shall set aside one set of gauges for the exclusive use of INSPECTING AUTHORITY. The accuracy of gauges shall be checked by the INSPECTING AUTHORITY before the commencement of manufacture. Recalibration shall, subsequently, be done at the frequency stipulated in internal Quality Assurance Programme. Gauge drawings, in original, shall also be made available for checking the tolerances of these gauges.

- 7.2 Inspection of coupler and associated components shall be carried out by the INSPECTING AUTHORITY and notwithstanding what has been specified in this schedule, inspection shall be conducted as per relevant standard international practices / specifications and as mutually agreed to by the INSPECTING AUTHORITY and the CONTRACTOR. In case of dispute, however, the decision of the PURCHASER shall be final. If PURCHASER desires, in process inspection can be carried out at the manufacturing stage also.
- 7.3 The inspection of couplers and associated components shall be done at the CONTRACTOR'S premises. The CONTRACTOR shall also provide, at his cost, labour and appliances / gadgets required by the INSPECTING AUTHORITY for conducting complete inspection as required under the Contract.
- 7.4 The CONTRACTOR shall be responsible for execution of the Contract in accordance with this schedule and for satisfactory fitment and operational performance of the couplers supplied, irrespective of any approval which the PURCHASER / RDSO may have given.
- 7.5 The CONTRACTOR shall provide adequate supervision to ensure satisfactory fitment of ten (10) coupler sets and satisfactory service performance.
- 7.6 The CONTRACTOR shall also provide, training to IR officials, at his own cost, regarding maintenance practices of the coupler system.
- 7.7 The design of coupler and associated components shall be such that it may not warrant any major maintenance / attention before 05 years and overhauling before 10 years of service.
- 7.8 The coupler offered shall render a service life of 35 years.

8. SUPPLY OF TECHNICAL DATA OF COUPLER

- 8.1 TENDERER shall submit complete assembly drawings, and related specifications of the coupler and assembly being offered by him.
- 8.2 Separate drawings in A₁ / A₂ size for each of the components of the coupler assembly shall be submitted with the offer. Each drawing shall indicate sufficient sectioned views of the component. These drawings shall be complete in respect of:
- 8.2.1 Material specification.
- 8.2.2 Estimated weight.
- 8.2.3 Dimensions.
- 8.2.4 Reference of detailed manufacturing drawings.

9. SUBMISSION OF OFFERS

- 9.1 TENDERER shall submit offers separately for the two designs of couplers, one for fitment on all broad gauge locomotives (excluding GM PAC locomotives) and the other for fitment on GM PAC locomotives.
- 9.2 TENDERER shall offer clause by clause comments on this schedule, confirming compliance with all the clauses and elaborating, wherever necessary. In case there be any deviations, complete details of alternate proposal against the clause/s shall be given as a consolidated 'STATEMENT OF DEVIATIONS'. In the absence of any deviation, however, a 'NO DEVIATION STATEMENT' shall be, necessarily, given.
- 9.3 A copy of TENDERER'S internal quality assurance programme including certification of casting integrity and internal process specification shall be submitted.
- 9.4 A copy of document in support of approval by AAR or other reputed railroad R&D agency shall be submitted.
- 9.5 English translation of Standards quoted (other than those referred to in this schedule) and other documents shall be submitted with the offer.
- 9.6 The tenderer shall submit a detailed programme for indigenisation of the CBC and the associated components. The phases of indigenisation along with the volumes should be clearly mentioned. The indigenisation programme shall be considered while evaluating the offer.
- 9.7 Offers, which are incomplete in respect of details indicated, vide clauses 9.1 to 9.6 above are liable to be ignored.

10. MAINTENANCE OF COUPLERS

- 10.1 The TENDERER shall provide detailed instructions for day-to-day and workshop maintenance and shall include the following:
- 10.1.1 Detailed work content of various inspection / maintenance practices, including procedure for assembly and fitment of couplers. The work content of each schedule shall also be intimated.
- 10.1.2 The TENDERER shall also submit a list of technical specification (for procurement purpose) of all special purpose tools, gauges and their drawings and testing / measuring instruments required for examination, repair and over-hauling / reconditioning of couplers. Price proposal for these tools, gauges and testing / measuring instruments shall also be submitted with the offer separately.

- 10.1.3 After successful trial of the new design of the coupler, the TENDERER shall make recommendations suggesting scale of spares to be maintained for holding 500 couplers for a period of 10 years. Price proposal for these spares shall also be submitted, with the offer separately.
- 10.1.4 The TENDERER shall specifically advise criteria for replacement of components of couplers during maintenance.
- 10.1.5 The TENDERER shall submit copy of Maintenance Manual, which details the maintenance procedures for couplers in workshops and open lines.
- 10.1.6 The CONTRACTOR shall supply at least three copies of maintenance manual against the developmental order and after successful trial, 10 copies of maintenance manual for every supply of 500 couplers should be supplied.

11. GUARANTEE

- 11.1 The CONTRACTOR shall, at his cost, replace the couplers and associated components failing prematurely or proving unsatisfactory in service for reasons attributed to defective / faulty design, defective material or poor workmanship within a period of 48 months from the date of delivery or 36 months from the date of fitment, whichever is earlier. This warranty shall survive, notwithstanding the fact that the couplers may have been inspected, accepted and payment thereof made by the PURCHASER. For the replaced coupler, the period of 36 months shall commence when the replaced coupler is commissioned in service. The sole judge in this case shall be the PURCHASER.

Design parameters of loco and operating conditions for coupler

1. Locomotive type : Diesel-Electric/Electric/Shunting locos.
2. Length over buffer beams : 21030 mm.
3. Length over the buffers : 22300 mm.
4. Distance between bogie pivot centres : 14020 mm.
5. Weight of locomotive : 132 t.
6. Axle load : 22 t.
7. Gross Load (Rake) : 1600 t.- 5000 t.
8. Grade : 1 in 37 (steepest).
9. Type of brake system : Air brake / Vacuum brake.
10. Speed (maximum) : 110 km/h (with 26 coaches)
: 160 /200km/h (with 18 coaches)
: 20-60 km/h (with 56 BOXN wagons).
11. Curve (Sharpest) : 175 m (radius) with twin unit.
12. Maximum Shunting Speed : 9.5 km/h.
13. Climatic & Environmental Conditions
 - 13.1 Maximum Temperature (under the sun) : 70°C.
 - 13.2 Maximum Temperature (under shade) : 52°C
 - 13.3 Minimum Temperature (at night) : -5°C
 - 13.4 Rainfall : Fairly Heavy
 - 13.5 Humidity : 100% saturation
 - 13.6 Environment : : Dusty during hot weather and saline in coastal areas.
14. Wheel Diameter (for locos) : 1092 mm (new)
: 1016 mm (condemning).
15. Maximum coupling/uncoupling operation : 12 per day.

16. Locomotive strength : 400 ton end load
17. Existing type of coupler on locomotive: AAR 'E' type head with swivel shank for GM's passenger locomotive (WDP4) and E/F type coupler for other locomotives.
18. Nominal height of coupler from rail level : 1090 +15 / -5 mm
19. Number of side buffers per locomotive : 2 on each end of locomotive (#)

NOTE:# Locomotives are provided with Centre buffer couplers and side Buffers.

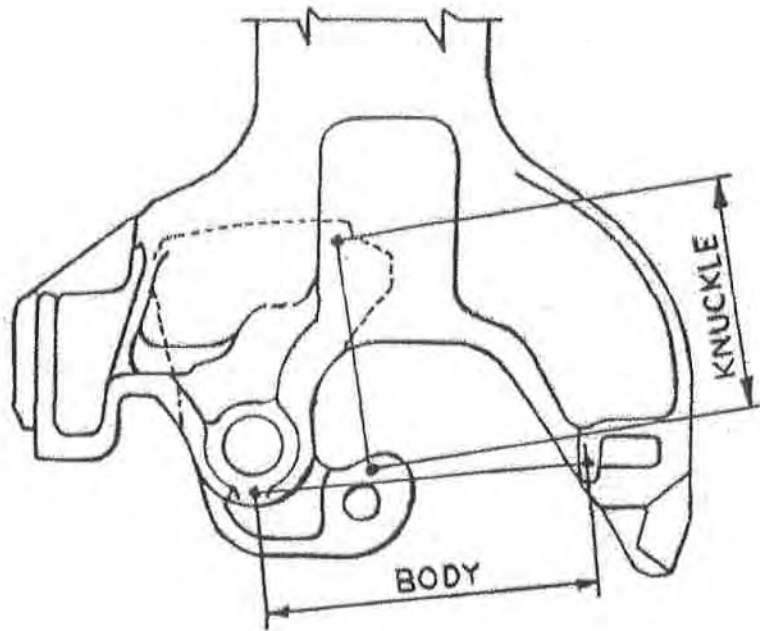
Details of E/F type coupler and GM Passenger locomotive coupler

Feature	E/F coupler	GM Passenger locomotive (WDP4) coupler
Type of head and shank	'E' type head and 'F' type shank	'E' type head and swivel shank
Length from coupling line to the end of shank of coupler body	1041.6 mm	812.8 mm
Yoke type	Y 45 AE AAR type	Keystone's 48165-1
Draft gear pocket length	625.5 mm	295.275 mm
Dist. Between coupling line and buffer beam	641 mm	641 mm
Coupler pocket length	1325 mm	1216.66 mm
Angular displacement of shank in one side	19°	29° (max)
Draft gear type and capacity	1.Mark-50 (steel coil-spring) - 52.7 KJ. 2.RF-361 (rubber spring) - 56 KJ.	MS-488-6A and 37.5 KJ.
Draft gear travel in buff mode (max)	Mark-50 - 81.5 mm RF-361- 67.8 mm	41 mm
Shank connection with yoke	Vertical cylindrical pin	Vertical cylindrical pin
Weight of Draft gear with yoke in Kgs.	Mark-50 - 270.18 RF-361 - 277..88	MS488-6A - 204.12

Particulars of Draft gears used on Broad Gauge IR locomotives

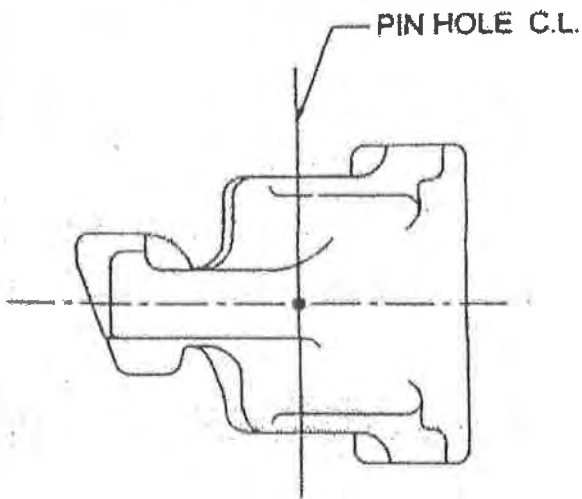
Draft gear type & Yoke	Capacity	Draft gear pocket length	Remarks
Cardwell's Mark-50 & yoke as per item 18 of SK-62724 (AAR standard Y45AE)	5385 kg.m (52.7 KJ)	625.5 mm	Currently used on Broad gauge IR locomotives (Other than GM locomotives)
Minor's RF-361 & Yoke as per item 18 of Sk-62724 (AAR standard Y45AE)	5725 kg.m (56 KJ)	625.5 mm	Currently used on broad gauge IR locomotives (Other than GM locomotives)
M/s Keystone's MS-488 6A draft gear & 48165-1 Yoke	3829 kg.m (37.5 KJ)	295.275mm	Used on WDP4 PAC GM locomotives

ANNEXURE - D

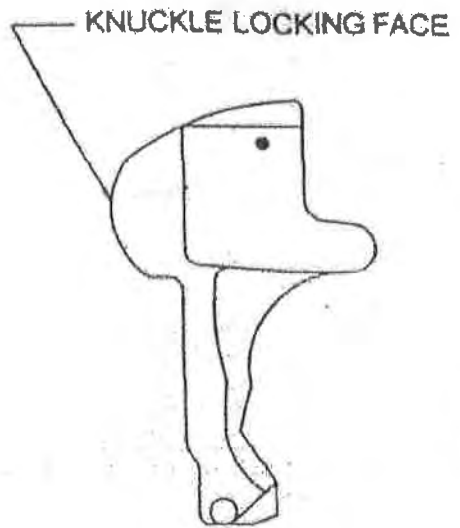


H TIGHTLOCK COUPLER HEAD

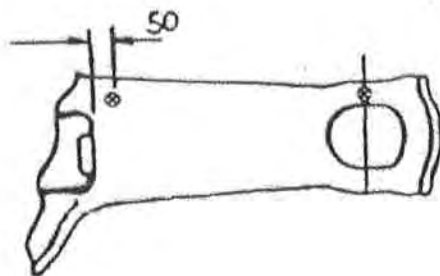
ANNEXURE - E



KNUCKLE



LOCK



BODY

LOCATION FOR BRINELL
HARDNESS TESTING