भा.क.नि.
CCI

भारतीय कपास निगम लिमिटेड
THE COTTON CORPORATION OF INDIA LTD.
(भारत सरकार का उपक्रम)
(A Government of India Undertaking)

प्रशासकीय एवं पंजीकृत कार्यालय : कपास भवन, प्लॉट नं. 3 ए, सेक्टर 10, सीबीडी बेलापुर, नवी मुंबई - 400 614.
ADMN. & REGD. OFFICE : Kapas Bhavan, Plot No. 3 A, Sector No. 10, CBD Belapur, Navi Mumbai - 400 614.
दूरभाष/PHONE : 2757 9217 • ग्राम/GRAM : "COTCORPIND" • फैक्स/FAX : (022) 2757 6030 - 9219 - 6069
ई-मेल/E.mail. headoffice@cotcorp.com

CCI/HO/Rail Siding/2019-20/ Date:08/07/2019

TENDER NOTICE

The Cotton Corporation of India Limited invites sealed tender for the following work, from the eligible reputed firms/ agencies / Limited Liability Partnership firms / Companies etc The details terms and conditions & required documentation for qualify the Technical Bid have given in Tender form.

Sl. No.	Name of the Work	Earnest Money (In Rs.)	Time of Completion
1.	Repairs to Existing Railway track, making it fit for Railway Traffic use, located inside the premises of the CCI Warehousing Complex of the Cotton Corporation of India Limited Situated at, Plot No. S-5, Sector KWC, Kalamboli, Distt. Raigad -410218	Rs. 60000/- (Rupees Sixty Thousand Only)	Within one Month from the date of issuance of Work Order)

Tender document can be obtained from the office of the Cotton Corporation of India Limited, Plot No. 3 A, Sector 10, CBD Belapur, Navi Mumbai 400614 on all working days between 11.00A.M. to 3.00P.M. up to 22.07.2019. Tender document can also be downloaded from the Corporation's Website www.cotcorp.org.in and Government tender portal www.eprocure.gov.in . All the terms and conditions are available in the tender form. The Tenderers are required to submit Demand Draft/ Pay Order in favour of the Cotton Corporation of India Limited, payable at Mumbai of any scheduled Commercial Bank towards Earnest Money Deposit.

Completed tenders form are to be dropped in the Tender Box kept at Fourth Floor, Kapas Bhawan, the Cotton Corporation of India Limited, Plot No. 3 A, Sector 10, CBD Belapur, Navi Mumbai 400614 upto 3.00 P.M. on 23.07.2019. The Technical bid will be opened on the same day at 3.30P.M. in the presence of the tenderers or their authorized representatives who may wish to be present. Tender should be submitted as per the instructions placed in the Tender Form. All documents according to tender terms & conditions and Earnest Money should be enclosed with Technical Bid and Financial Bid of only those tender will be opened, who will qualify the Technical Bid. Financial Bid will be opened on same day or within three working days of opening of Technical Bid.

The Corporation reserves its right to reject any Tender, However the tenderer may seek the reason for such rejection.

Chief General Manager (Marketing)

THE COTTON CORPORATION OF INDIA LIMITED
(A Government of India Undertaking)

Kapas Bhavan, Plot No. 3A, Sector-10,
CBD Belapur, Navi Mumbai, 400614,
Maharashtra

TENDER DOCUMENTS

Name of the work	**:**	**Repairs to existing Railway track , making it fit for Railway Traffic use, located inside the premises of the CCI Warehousing Complex of the Cotton Corporation of India Limited Situated at, Plot No. S-5, Sector KWC, Kalamboli, Distt. Raigad -410218**
Mode of Tender	**:**	**Open Tender in two Bid System to be submitted in sealed cover**
To be submitted at	**:**	**Tender Box placed at IV Floor, Kapas Bhavan, Plot No. 3A, Sector-10,CBD Belapur, Navi Mumbai, 400614, Maharashtra**
Work Completion period	**:**	**Within 30 days from the date of issuance of Work Order**
Last date of Submission of Tender	**:**	**23.07.2019 upto 15:00 Hrs**
Date of Opening of Tender	**:**	**23.07.2019 at 15:30 Hrs**

Tender documents are available on our website i.e. www.cotcorp.org.in and Government tender portal www.eprocure.gov.in

(Tender Notice No.1 Dated 08.07.2019)

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Disclaimer

The information contained in this or subsequently provided to Bidder, whether verbally or in documentary or any other form by or on behalf of the Corporation or any of its employees or advisors, is provided to Bidder on the terms and conditions set out in this and such other terms and conditions subject to which such information is provided.

This Tender Form is not an agreement and is neither an offer nor invitation by the Corporation to the prospective Bidders or any other person. The purpose of this Tender Form is to provide interested parties with information that may be useful to them in making their Bids pursuant to this Tender Form. This Tender Form includes statements, which reflect various assumptions and assessments arrived at by the Corporation in relation to the Scope of Work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender Form may not be appropriate for all persons, and it is not possible for the Corporation, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender Form. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender Form and obtain independent advice from appropriate sources.

Information provided in this Tender Form to the Bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Corporation accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Corporation, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Form or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this Tender Form and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender Form or arising in any way for participation in the Bidding Process.

The Corporation also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender Form.

The Corporation may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender Form.

The issuance of this Tender Form does not imply that the Corporation is bound to select a Bidder or to appoint the Selected Bidder(s), and the Corporation reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of

its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Corporation or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the Bidder, and the Corporation shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

INTRODUCTION

1.1 Background

1.1.1 The Cotton Corporation of India Limited (the "**Corporation**") is a Public Sector Undertaking under the Ministry of Textiles, Government of India has decided to carry out bidding process (the "**Bidding Process**") for selecting a third-party entity to undertake the repair of its Private Railway Siding Located inside its Warehousing Complex, Plot No. S-5, Sector KWC, Kalamboli, District Raigad, Maharashtra 410218.

1.1.2 The Selected Bidder shall have to carry out the Repairs to existing Railway track, making it fit for Railway Traffic use, located inside the premises of the CCI Warehousing Complex of the Cotton Corporation of India Limited Situated at, Plot No. S-5, Sector KWC, Kalamboli, Distt. Raigad -410218

1.1.3 The statements and explanations contained in this Tender Form are intended to provide a better understanding to the Bidders about the subject matter of this Tender Form and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Selected Bidder or the Corporation's rights to amend, alter, change, supplement or clarify the Scope of Work or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents, including this Tender Form, are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Corporation.

1.1.6 The Corporation shall receive, open and evaluate Bids, and award the Scope of Work pursuant to and in accordance with the terms of this Tender Form in accordance with the terms set forth in this Tender Form, any addenda issued subsequent to this Tender Form, and other documents to be provided by the Corporation pursuant to this Tender Form, as modified, altered, amended and clarified from time to time by the Corporation (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

1.2 Brief description of Bidding Process

1.2.1 The Corporation has adopted a two-envelope single-stage Bidding Process for appointment of the Selected Bidder(s). Details of the process to be followed during Bidding Process and the terms thereof are spelt out in this Tender Form.

1.2.2 Bidders who determine that they meet the eligibility criteria set forth in the Bidding Documents are called upon to submit their detailed proposals for undertaking the Scope of Work (the "**Bids**") in accordance with the terms specified in the Bidding Documents.

1.2.3 During the Bidding Process, Bidders are invited to examine the exisisting condition of the Private Railway Siding in greater detail, and to undertake, at their cost:

(a) An assessment of actual costs for undertaking the Scope of Work, and

(b) Such studies as may be required for submitting their respective Bids.

1.2.4 Bidders are invited to quote the Bid Parameter in their Financial Bids. Generally, the Lowest Bidder shall be the Selected Bidder.

1.3 Schedule of Bidding Process

The Corporation shall endeavour to adhere to the following schedule:

Last date for receiving queries	15th July,2019
Pre-Bid Conference	16th July,2019 at 15:00Hrs
Corporation response to queries latest by	18th July,2019
Bid Due Date	23rd July,2019 upto 15:00 Hrs
Opening of Technical Bids	23rd July,2019 at 15:30 Hrs
Opening of Financial Bids	23rd July,2019 or within three days of Bid Opening Date
Letter of Award (LoA) i.e. Work Order	Within three days of Financial Bid Opening

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

2.1.1 No Bidder shall submit more than one Bid for the Scope of Work.

2.1.2 The Bid should be furnished in the formats set forth in this Tender Form, and signed by the person authorised to sign the Bid ("**Authorised Signatory**").

2.1.3 The Bid shall comprise the following:

(a) The financial bid (the "**Financial Bid**") as per the format at Appendix–II, setting out the Bid Parameter to be quoted by the Bidder as per the terms and conditions of this Tender Form, clearly indicating the amount in both figures and words, in Indian Rupees only. In the event of any difference between figures and words, the amount indicated in words shall be taken into account; and

(b) The other detailed submissions as per the requirements of this Tender Form (the "**Technical Bid**"), namely:

(i) The Technical Bid submission form as per the format at Appendix–I, along with necessary enclosures;

2.1.4 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.1.5 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English.

2.1.6 The documents, including this Tender Form, and all attached documents, provided by the Corporation are and shall remain or become the property of the Corporation and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.6 shall also apply, *mutatis mutandis*, to Bids and all other documents submitted by the Bidders, and the Corporation will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.7 (a) A bidder ("**Bidder**")may be a single entity to undertake the Scope of Work.

(b) A Bidder may be a (i) sole proprietorship, or (ii) a private or government-owned

partnership firm, private limited company, public limited company, or limited liability partnership,

(c) Bidders must satisfy themselves that they are qualified to bid.

2.1.8 In order to be eligible for submitting a Bid, a Bidder shall:

(a) be a Contractor who has completed during the past three years at least One work of similar nature of minimum Rs 23.00 lakh or at least TWO works of similar nature of minimum Rs 14.25 lakh each or THREE works of similar nature of minimum Rs. 11.5 lakh each.

(b) submit the Copy of the work completion certificate showing the experience

(c) Submit EMD of Rs. 60000/- (Sixty Thousand Only) by way of Demand Draft or Pay Order in favour of the Cotton Corporation of India Limited payable at Mumbai. Micro & Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) and having single point registration are exempt from payment of EMD to the extent of Monetary Limit stated in their Registration Certificate. In case the bid value exceeds the monetary limit, the bidder shall furnish EMD for the difference. Such MSEs should also produce documentary evidence showing that the firm is registered with NSIC for the items/work tendered for. The bidder must submit certified copy of valid NSIC Registration Certificate/ Renewal Certificate. Photocopy of application for registration or for Renewal of NSIC will not acceptable.

(d) Financial Strength:

(e) The Average annual financial turnover during the financial years 2015-16, 2016-17 and 2017-18 shall be at least Rs. 20 Lakh. The requisite Turn Over shall be duly certified by a Chartered Accountant with his Seal/ signatures and Registration/Membership number.

(f) Certificate of Financial Turnover:
At the time of submission of tender, the tenderer shall submit Certificate from Chartered Accountant mentioning Financial Turnover of last 3 years as specified in the tender document. There is no need to attach the Copies of the full Balance Sheet and Profit and Loss Account alongwith schedules. However, one page of summarized balance sheet (Audited/ Certified by Chartered Accountant) and one page of summarized Profit &Loss Account (Audited/ Certified by Chartered Accountant) for last 03 years may be submitted in hard copy alongwith Technical Bid.

2.1.9 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid.

2.1.10 This Tender Form is not transferable.

2.2 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Corporation shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.3 Site visit and verification of information

2.3.1 Bidders are encouraged to submit their respective Bids after visiting the site of the Private Railway siding of the Corporation situated in the premises of the its Kalamboli Warehousing Complex, Plot No. S-5, Sector KWC, Kalamboli, District Raigad, Maharashtra 410218 and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for the scope of work provided in this tender form, applicable laws and regulations, and any other matter considered relevant by them. Bidders may visit the site between 11:00 to 17:00 hours on any working day prior to the Bid Due Date.

2.3.2 It shall be deemed that by submitting a Bid, the Bidder has:

(a) Made a complete and careful examination of the Bidding Documents;

(b) Received all relevant information requested from the Corporation;

(c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Corporation relating to any of the matters referred to in Clause 2.3.1 above;

(d) Satisfied itself about all matters, things and information including matters referred to in Clause 2.3.1 hereinabove necessary and required for submitting an informed Bid, execution of the Scope of Work in accordance with the Bidding Documents and performance of all of its obligations thereunder;

(e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.3.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Corporation, or a ground for termination of the Contract by the Selected Bidder

(f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.3.3 The Corporation shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Corporation.

2.4 Verification and Disqualification

2.4.1 The Corporation reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bidding Documents and the Bidder shall, when so required by the Corporation, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Corporation shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Corporation thereunder.

2.4.2 The Corporation reserves the right to reject any Bid and appropriate the Earnest Money Deposit if:

(a) At any time, a material misrepresentation is made or uncovered, or

(b) The Bidder does not provide, within the time specified by the Corporation, the supplemental information sought by the Corporation for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the Lowest Bidder get disqualified/ rejected, then the Corporation reserves the right to:

(i) Invite the remaining Bidders to submit their Bids

(ii) Take any such measure as may be deemed fit in the sole discretion of the Corporation, including annulment of the Bidding Process.

2.4.3 In case it is found during the evaluation or at any time before issuing the work order , that one or more of the eligibility criteria set forth in the Bidding Documents have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, notwithstanding anything to the contrary contained therein or in this Tender Form, and be liable to be terminated, by a communication in writing by the Corporation to the Selected Bidder, without the Corporation being liable in any manner whatsoever to the Selected Bidder, as the case may be. In such an event, the Corporation shall be entitled to forfeit and appropriate the Earnest Money Deposit, as Damages, without prejudice to any other right or remedy that may be available to the Corporation under the Bidding Documents or otherwise.

B. DOCUMENTS

2.5 Contents of the Tender Form

2.5.1 This Tender Form comprises the Disclaimer set forth hereinabove, the contents as listed below, and shall additionally include any Addenda issued in accordance with Clause 2.7.

Invitation for Bids

Section 1 Introduction

Section 2 Instructions to Bidders

Section 3 Evaluation of Bids

Section 4 Pre-Bid Conference

Section 5 Miscellaneous

Appendices

I. Technical Bid Submission For

II. Financial Bid Submission Form

2.6 Clarifications

2.6.1 Any queries or request for additional information or clarification concerning this Tender Form shall be submitted by Bidders in writing by speed post/ courier/ special messenger and by e-mail so as to reach the officer designated in Clause 2.9.4 on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The envelopes/ communication shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: Tender Form for [*Insert Details of Scope of Work*]".

2.6.2 The Corporation shall endeavour to respond to the queries within the period specified herein. All the queries and its responses thereto shall be made available by the Corporation on its website http://www.cotcorp.org.in without identifying the source of queries.

2.6.3 The Corporation shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Corporation reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Corporation to respond to any question or to provide any clarification.

2.6.4 The Corporation may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Corporation shall be deemed to be part of the Bidding Documents, and shall be made available by the Corporation on its website http://www.cotcorp.org.in.

2.6.5 Verbal clarifications and information given by the Corporation or its employees or representatives shall not in any way or manner be binding on the Corporation.

2.7 Amendment of Tender Form

2.7.1 At any time prior to the Bid Due Date, the Corporation may, for any reason, whether at its

own initiative or in response to clarifications requested by a Bidder, modify this Tender Form by the issuance of an addendum or addenda, as the case may be ("**Addendum/ Addenda**").

2.7.2 Any Addendum issued hereunder shall be deemed to be part of the Bidding Documents, and shall be made available by the Corporation on its website http://www.cotcorp.org.in and Government Tender Portal www.eprocure.gov.in.

2.7.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Corporation may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.8 Format and Signing of Bid

2.8.1 The Bidder shall provide all the information sought under this Tender Form. The Corporation shall evaluate only those Bids that are received in the required formats and are complete in all respects.

2.8.2 The Bid and its copy shall be typed or written in indelible ink and signed by the Authorised Signatory who shall also initial each page, in blue ink. In case of printed and published documents, only the cover page shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Appendices is insufficient.

2.9 Sealing and Marking of Bids

2.9.1 The Bidder shall submit the Financial Bid in the format specified at Appendix–II, and seal it in an envelope and mark the envelope as: "Financial Bid for [*Insert Details of Scope of Work*]".

2.9.2 The Technical Bid shall be placed in a separate envelope and marked as: "Technical Bid for [*Insert Details of Scope of Work*]".

2.9.3 The 2 (two) envelopes specified in Clauses 2.9.1, 2.9.2 shall be placed in an outer envelope, which shall be sealed and marked as: "Bid for [*Insert Details of Scope of Work*]".

2.9.4 Each of the 3(Three) envelopes specified in Clauses 2.9.1, 2.9.2, and 2.9.3shall:

(a) Clearly indicate the name and address of the Bidder;

(b) Indicate the Bid Due Date on the right hand top corner;

(c) Be marked with the inscription "Do not open before the Bid Due Date"; and

(d) Be addressed to:

ATTN. OF:	Mr. S.K. Panigrahi
DESIGNATION:	Chief General Manager (Marketing)
ADDRESS:	KapasBhavan, Plot No. 3A, Sector-10, CBD Belapur, Navi Mumbai, 400614, Maharashtra
E-MAIL ADDRESS:	rajendrashah@cotcorp.com

2.9.5 If the envelopes are not sealed and marked as instructed above, the Corporation assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.9.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.10 Bid Due Date

2.10.1 Bids should be submitted before 15:00 hours IST on the Bid Due Date i.e 23.07.2019 at the designated tender box located on the fourth floor at the address provided in Clause 2.19.4 in the manner and form as detailed in this Tender Form.

2.10.2 The Corporation may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.7 uniformly for all Bidders.

2.11 Late Bids

Bids received by the Corporation after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.12 Modifications/ Substitution/ Withdrawal of Bids

2.12.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Corporation prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.12.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.9, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.12.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Corporation, shall be disregarded.

2.13 Rejection of Bids

2.13.1 Notwithstanding anything contained in this Tender Form, the Corporation reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without incurring any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Corporation rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.13.2 The Corporation reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.13.3 However, in the event that a Bidder enquires into the reasons for the rejection of its Bid, the Corporation shall provide reasons therefor in writing.

2.14 Validity of Bids

The Bids shall be valid for a period of not less than 60 (Sixty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Corporation.

2.15 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the Corporation in relation to, or matters arising out of, or concerning the Bidding Process. The Corporation shall treat all information, submitted as part of the Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. The Corporation may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Corporation or as may be required by law or in connection with any legal process.

2.16 Correspondence with the Bidder

Save and except as provided in this Tender Form, the Corporation shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.17 Earnest Money Deposit

2.17.1 A Bidder shall furnish, as part of its Bid, an earnest money deposit of Rs. 60,000(Rupees Sixty Thousand only) (the “EMD”), refundable not later than 60 (sixty) days from the Bid

Due Date, except in the case of the Selected Bidder whose Earnest Money Deposit shall be retained and may be converted into Security Deposit as per Clause 8 of Annex (ii) to the Apendix –I of the Tender form. The EMD should be submitted by way of a demand draft / pay order issued by a Scheduled Commercial Bank, drawn in favour of the Cotton Corporation of India Limited and payable at Mumbai.

Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date, for the purposes of encashment by the Corporation.

2.17.2 Any Bid not accompanied by the EMD shall be summarily rejected by the Corporation as non-responsive.

2.17.3 Save and except as provided in this Tender Form, the EMD shall be refundable as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding Process is cancelled by the Corporation, and in any case within 60 (sixty) days from the Bid Due Date.

(a) The Corporation shall not be liable to pay any interest on the Earnest Money Deposit so made and the same shall be interest free.

(b) Where EMD has been paid by demand draft, the refund thereof shall be in the form of an account payee demand draft/ Cheque/ NEFT/ RTGS in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Corporation give the name and address of the person in whose favour the said demand draft shall be drawn by the Corporation for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

2.17.4 The Corporation shall be entitled to forfeit and appropriate the EMD as Damages, *inter alia*, upon the happening of any of the events specified in Clause 2.17.5 herein below. The Bidder, by submitting its Bid pursuant to this Tender Form, shall be deemed to have acknowledged and confirmed that the Corporation shall suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this Tender Form. No relaxation of any kind on EMD shall be given to any Bidder.

2.17.5 The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Corporation under the Bidding Documents and/ or under the Contract, or otherwise, if

(a) A Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice. or

(b) A Bidder withdraws its Bid during the period of Bid validity as specified in this Tender Form and as extended by mutual consent of the respective Bidder(s) and the Corporation.

3. EVALUATION OF BIDS

3.1 Opening of Technical Bids

3.1.1 The Corporation shall, in the first instance, open the Technical Bids only at 15:30 hours on the Bid Due Date, at the place specified in Clause 2.9.4 and in the presence of the Bidders who choose to attend.

3.1.2 The Corporation shall subsequently examine and evaluate the Technical Bids in accordance with the provisions set out in this Section 3.

3.1.3 To facilitate evaluation of Bids, the Corporation may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical Bid.

3.2 Evaluation of Technical Bids

3.2.1 Prior to evaluation of the Technical Bids, the Corporation shall determine whether each Technical Bid is responsive to the requirements of this Tender Form. A Technical Bid shall be considered responsive if:

(a) It is received as per the formats provided in this Tender Form;

(b) It is received by the Bid Due Date including any extension thereof pursuant to Clause 2.10.2;

(c) It is signed, sealed, and marked as stipulated in Clauses 2.8

(d) It is accompanied by the Earnest Money Deposit as specified in Clause 2.17;

(e) It contains all the information (complete in all respects) as requested in the Bidding Documents (in formats same as those specified);

(f) It does not contain any condition or qualification; and

(g) It is not non-responsive in terms hereof.

3.2.2 The Corporation reserves the right to reject any Technical Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Corporation in respect of such Technical Bid:

Provided, however, that the Corporation may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Technical Bid.

3.2.3 The Technical Bids which are adjudged as responsive in terms of Clause 3.2.1 shall be evaluated by the Corporation to determine if the Bidder meets the eligibility criteria set forth in the Bidding Documents including, without limitation, the criteria set forth in Clause 2.1.8.

3.3 Opening of Financial Bids

3.3.1 The Corporation shall open the Financial Bids of only those Bidders who are determined to meet the eligibility criteria set forth in the Bidding Documents pursuant to the evaluation as aforesaid.

3.3.2 The Corporation shall open the Financial Bids at 16:00 hours on the date specified in this regard in Clause 1.3, at the place specified in Clause 2.9.4 and in the presence of the Bidders who choose to attend.

3.3.3 The Corporation shall subsequently examine and evaluate the Financial Bids in accordance with the provisions set out in this Section 3.

3.3.4 To facilitate evaluation of the Financial Bids, the Corporation may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Financial Bid.

3.4 Evaluation of Financial Bids and Selection of Bidder(s)

3.4.1 Prior to evaluation of the Financial Bids, the Corporation shall determine whether each Financial Bid is responsive to the requirements of this Tender Form. A Financial Bid shall be considered responsive if:

(a) It is received as per the format provided in this Tender Form;

(b) It is received by the Bid Due Date including any extension thereof pursuant to Clause 2.10.2;

(c) It is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.8

(d) It contains all the information (complete in all respects) as requested in the Bidding Documents (in formats same as those specified);

(e) It does not contain any condition or qualification; and

(h) It is not non-responsive in terms hereof.

3.4.2 The Corporation reserves the right to reject any Financial Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Corporation in respect of such Financial Bid:

Provided, however, that the Corporation may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Financial Bid.

3.4.3 The Financial Bids which are adjudged as responsive in terms of Clause 3.4.1 shall be evaluated by the Corporation to determine the lowest quoted Bid Parameter, for the scope of work as given in the Tender Form. For the purpose of this Tender Form, the "**Selected**

Bidder shall be the Bidder(s) declared as the selected bidder(s) for the Scope of the Work as given in Tender Form.

3.4.4 In the event that 2 (two) or more Bidders quote the same Bid Parameter (the "**Tie Bidders**"), the Corporation shall invite all the Tie Bidders to revalidate or extend their respective Earnest Money Deposit, as necessary, and submit fresh Financial Bids subject to the condition that the Bid Parameter to be quoted in such fresh Financial Bids shall not be more than that which was quoted in their original Financial Bids. The Bidder quoting the lowest Bid Parameter pursuant to the resubmission of the Financial Bids shall ordinarily be declared as the selected bidder.

3.5 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Corporation makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Corporation and/ or their employees/ representatives on matters related to the Bids under consideration.

3.6 Bid Parameter

3.6.1 The Financial Bid shall comprise the cost of work as per the Scope of work mentioned in the Tender Form. It is clarified that:

(a) The Bid Parameter so quoted shall be inclusive of all except GST as applicable,

(b) The Bid Parameter shall be quoted in Indian Rupees only; and

3.6.2 In this Tender Form, the term "**Lowest Bidder**" shall mean the Bidder quoting the Lowest Bid Parameter.

3.6.3 The Bid Parameter shall constitute the sole criteria for evaluation of Financial Bids. Subject to the provisions of Clause 2.13 and Clause 3.4, the Scope of Work shall be awarded to the Lowest Bidder.

4. PRE-BID CONFERENCE

4.1 A pre-Bid conference of the Bidders shall be convened on and at the following date, time and venue:

Date: 16th July,2019

Time: 15:00 hours

Venue: Conference Hall, 6th Floor,
KapasBhavan, Plot No. 3A, Sector-10,
CBD Belapur, Navi Mumbai, 400614,
Maharashtra.

4.2 A maximum of 3 (three) representatives of each Bidder shall be allowed to participate in the pre-Bid conference.

4.3 During the course of the pre-Bid conference, the Bidders shall be free to seek clarifications and make suggestions for consideration of the Corporation. The Corporation shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

5. MISCELLANEOUS

5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

5.2 The Corporation, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

(a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(b) Consult with any Bidder in order to receive clarification or further information;

(c) Retain any information and/ or evidence submitted to the Corporation by, on behalf of, and/ or in relation to any Bidder; and/ or

(d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

5.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Corporation, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

5.4 The Bidding Documents are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Tender Form, in the event of any conflict between them the priority shall be in the following order:

(a) Any clarifications or Addenda;

(b) This Tender Form.

Any Clarifications or Addenda shall prevail over Tender Form.

6. Scope of Work

6.1 General Conditions :

6.1.1 The works shall have to be carried out and shall confirm to the detailed specification given below. The scope of work shall be as described in the following paragraphs. If there is any

dispute about the scope of work, the decision of the Corporation shall be final and binding on the contractor.

6.1.2 The quantities given in the "Schedule of Quantities" are indicative and approximate only and may vary according to actual requirement. Therefore, the Tenderer should visit, inspect and verify the present status of the Private Railway Siding / existing railway track before quoting the rates for its repairing and making it fit for Railway Traffic use. No dispute in this regard shall be entertained by the Corporation once the rates quoted by the tenderer are accepted and work order is issued.

6.1.3 Itemwise progress register should be maintained and the same should be submitted alongwith running / final bill.

6.2 Scope of work:

6.2.1 The scope of work shall include Repair of existing railway track and making it fit for Railway traffic use at Kalamboli Warehousing Complex of the Corporation plot No. S-5 Sector KWC, Kalamboli 410218 and to get the Fit for Operations Certification from Railways for the Private Railway siding located inside the premises of Kalamboli Warehousing Complex of the Corporation. The repairing work particularly shall include the following:

Sr No.	Description of work	Unit	Quantity
1.	Excavation in all type of soil from Rail level to 200mm below on ballast section including all type of soil, stone, concrete, concrete slabs etc and clearing excavated materials away from the Company premises at licensed facility.	m3	2000
2.	Cleaning Track from rank vegetation from Railway Track (Double Line)	RMT	300
3.	Wire brushing/clipping scraping and chemical cleaning of the rail to remove all rust, oil foreign particales from the surface and application of coat of zinc chromate red oxide ZMC (IS-2074) primer to achieve a thickness of 25 microns and primer coat to be followed bytwo coats of bitumen emulsion black paints as per Indian Patent No.56192 and finishing coat of bitumen emulsion consisting 20% mica powder on 180/200 mesh to thickness of 3 coats should be 75 microns. The application of primer paint should be by brush on 60kg/52 Kg rails.Rates included lead lift, transportation etc complete.	RMT	3350
4.	Removing of seized ERC from MCI inserts of existing track after heating the insert by oxyacetylene. Due care shall be taken to ensure No Damage to the Sleepers. Rate includes refixing of ERC with freasing of Insert eye and the ERC with contractor grease	Each	1500

5.	Oiling & Greasing of Rail & Sleepers Fittings with Contractors Materials		
	i. Fish Plate	Each	400
	ii. Fish Bolt	Each	1000
	iii. ERC	Each	15000
	iv. M S Liners	Each	15000
	Fixtures, Fastenings and Fittings		
6.	Supply of fish bolts with nuts for 52 kg rails 25mm dia x 130mm long to RDSO drg.NO.T-11501	No.s	490
7.	Supply of J - clips conforming to RDSO - T-4158.IRS Specification T -31-1992.	Nos	790
8.	Supply of Elastic Rail clips to RDSO Drg. No. T-3701 and confirming to specifications (IRS T-31-1992) & corrigendum No 2 of Apr 1999.	Nos	1070
9.	Supply of Metal liners as per Drg.no.3740	Nos	1850
10.	Supply of Grooved sole plates 6mm thick for 52kg rails on prestressed concrete sleepers to RDSO Drg.No.T-3703	Nos	2820
11.	Supply of 1 in 8.5 Henry William self reversing spring point lever hand operated points & Crossing as per RDSO Dwg. No. MA-3040/T-3040 (M)	Sets	3
12.	Two Way Key	Nos	1500
13.	Supply of 52 Kg Rail Fish plates to Drg No:T-090(M) 610 mm long	Pairs	20
	NOTE : All realized fitting against item no . 6 to 13 are to be collected/deposited and handed over to the CCI office at site by our Own transport		
14.	Through packing of ordinary plain track as per IRPWM including boxing of ballast to correct profile including first round packing & subsequent round packings	RMT	
a	one round through packing	RMT	2000
15.	Supply and Running out 65mm Gauge Stone ballast		
a.	Supply and stacking of 65 mm gauge machine crushed stone ballast as per Railway Board's IRS-GE-1 June 2004 specifications and as directed by Engineer-in-charge at site including all leads, lifts, labour, material & transportation etc.	Cum	700

	complete. The rate includes leveling of the stacking space properly, all taxes, levies, duties, octroi, royalty, cess, shrinkages, testing charges etc. complete. No deduction will be made on stack measurement for shrinkage.		
b.	Running out ballast from supply taken against item no. 16(A) to the track for making requirement for lifting and packing of track at deficient locations in track no. 1 and 2 as per site condition as directed by our Engineer Incharge at site	Cum	700
16.	repair to existing dead end as per site condition as directed to make it standard as per railway specification	No.	1

It may be noted that the Units shown in the above table are indicative only. The quantity mentioned in the scope of work may increase or decrease by 25%. Payment shall be released on actuals units consumed and work to be carried out as per Railway Specification and payment will be made after certification by the appropriate Railway Authority/ CCI Official.

6.2.2 **SUPPLY OF P.WAY MATERIALS**:

If required for repairing of railway track, the contractor shall arrange supply of following P.Way materials (other than rail), as per Indian Railways specifications (RDSO):-

- Sleepers and fittings;
- Fish Plates;
- Fish bolts;
- Stone ballast etc.
- ERC Clips
- Rubber Pads
- Any other item

6.2.3 **THROUGH PACKING OF TRACK.**

Through packing shall consist of the following is required to be done

- Examination of rails, sleepers and fastenings;
- Squaring of sleepers;
- Gauging;
- Packing of sleepers;
- Repacking of joint sleepers and other inadequately packed sleepers.
- Boxing of ballast section and tidying;

6.2.3.1 EXAMINATION OF RAILS, SLEEPERS AND FASTENINGS:

- Rails should be examined for the following :-
  -Underside for corrosion;

  -Rail joints for wear on the fishing planes and tightness of fish bolts;

-Rail ends for possible cracks, kinks.

- Sleepers should be inspected for their condition and soundness, particularly at RDSO.

  In case of steel sleepers more than 20 years old, the rail seats should be examined for cracks.

6.2.4.2 **SQUARING OF SLEEPERS**:

If required the squaring of sleepers should also be done by following the proper procedure and guidelines of Indian Railways.

6.2.4.3 **GAUGING OF TRACK**:

Gauge of the railway track if required should be done by following the proper procedure and guidelines of Indian Railways.

6.2.4.4 **PACKING OF SLEEPERS:**

Packing of Sleepers, if required should be done by following the proper procedure and guidelines of Indian Railways.

6.2.4.5 REPACKING OF JOINT SLEEPERS:

Repacking of joint sleepers , if required should be done by following the proper procedure and guidelines of Indian Railways.

6.2.5 LUBRICATION OF RAIL JOINTS (Standard lubricating material should be used with the Contractors lubricating material):

(i) The purpose of lubricating rails joints is not only to facilitate expansion of rails but also retard the inherent feature of wear on the fishing planes of the rail and fish plate. Reduced wear on fishing planes is one of the preventives for low joints.

(ii) All the rail joints should be lubricated.

(iii) The lubrication of joints should be carried out as per the guidelines of the Indian railways.

(iv) The lubrication of rail joints and reversing of fish bolts should be carried out.

6.2.6 **BALLASTING OF TRACK AND RECOUPMENT OF BALLAST**:

Ballasting of track and recoupment of ballast if required should be done by following the proper procedure and guidelines of Indian Railways.

6.2.7 All material used for the scope of work mentioned should be RDSO approved.

6.2.8 During the course of work if any stagnation of water takes place which needs to be drained off from the work site to the nearest drain should be carried out by contractor at their cost.

APPENDIX–I[1]:
Technical Bid Submission Form

Dated:_____

To,
The Chief General Manager (Marketing),
The Cotton Corporation of India Limited,
KapasBhavan, Plot No. 3A, Sector-10,
CBD Belapur, Navi Mumbai, 400614,
Maharashtra.

Sub: Technical Bid for Repairs to Existing Railway track , making it fit for Railway Traffic use, located inside the premises of the CCI Warehousing Complex of the Cotton Corporation of India Ltd. Situated at, Plot No. S-5, Sector KWC, Kalamboli, Distt. Raigad -410218

Dear Sir,

1. With reference to your Tender Form document dated ....., I/ we, having examined the Bidding Documents and understood their contents, hereby submit my/ our Technical Bid for the aforesaid Scope of Work. The Technical Bid is unconditional and unqualified.

2. I/ We acknowledge that the Corporation shall be relying on the information provided in the Technical Bid for selection of the entity for undertaking the aforesaid Scope of Work, and I/ we certify that all information provided herein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Technical Bid are original copies or true copies thereof.

3. This statement is made for the express purpose of my/ our selection for the award of the aforesaid Scope of Work.

4. I/ We shall make available to the Corporation any additional information it may find necessary or require to supplement or authenticate the Technical Bid.

5. I/ We acknowledge the right of the Corporation to reject my/ our Technical Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, my/ our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last 3 (three) years, I/ we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been blacklisted by any public entity, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on my our/ their part.

[1] To be printed on the letterhead of the Bidder.

7. I/ We declare that:

   (a) I/ We have examined and have no reservations to the Bidding Documents, including any clarifications and/ or Addendum issued by the Corporation; and

   (b) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, and

   (c) I/ We hereby certify that we have taken steps to ensure that, no person acting for me/ us or on my/ our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Scope of Work, without incurring any liability to the Bidders, in accordance with Clause 2.13 of the Tender Form document.

9. I/ We believe that I/ we satisfy(ies) the eligibility criteria and meet(s) the requirements as specified in the TENDER FORM document. Requisite details in this regard are set out in the Annex hereto, with necessary enclosures.

10. I/ We further certify that no investigation by a regulatory authority is pending either against me/ us or against my/ our Associates or against our CEO or any of my/ our directors/ managers/ employees.[2]

11. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, I/ we are attracted by the provisions of disqualification in terms of the guidelines referred to above, I/ we shall intimate the Corporation of the same immediately.

12. I/ We hereby irrevocably waive any right or remedy which I/ we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Corporation in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Scope of Work and the terms and implementation thereof.

13. I/ We have studied all the Bidding Documents carefully. I/ We understand that, except to the extent as expressly set forth in the Tender Form, I/ we shall have no claim, right or title arising out of any documents or information provided to me/ us by the Corporation or in respect of any matter arising out of or relating to the Bidding Process including the award of the Scope of Work.

[2] In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule ……. hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Corporation will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

14. I/ We offer a Earnest Money Deposit of Rs 60,000/- (Rupees Sixty Thousand only) to the Corporation in accordance with the Tender Form Document vide DD / Pay order Number.....dated.....of .....Bank.

15. The Earnest Money Deposit in the form of a Demand Draft and the other documents specified in Clause 2.1.3(b), are attached.

16. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case shall I/ we have any claim or right of whatsoever nature if the Scope of Work is not awarded to me/ us or my/ our Bid is not opened or rejected.

17. I/ We agree and undertake to abide by all the terms and conditions of the Tender Form document.

18. I/ We shall keep this offer valid for 60 (Sixty) days from the Bid Due Date specified in the Tender Form document.

19. In witness thereof, I/ we submit this Technical Bid under and in accordance with the terms of the Tender Form document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder/Lead Member

Annex (i) to Appendix–I

S. No.	Information Required	Response
1.	Name of Bidder (*Self-attested copy of registration/ incorporation certificate to be enclosed*)	
2.	Registered Address	
3.	Contact Details	Tel.: Mob.: Email:
4.	Permanent Account Number (*Self-attested copy of PAN Card to be enclosed*)	
5.	GST Registration Number (*Self-attested copy of registration certificate to be enclosed*)	
6.	EPF Code (*Self-attested code allotment letter to be enclosed*)	
7.	ESI Registration Number (*Self-attested copy of registration certificate to be enclosed*)	
8.	Details of EMD / Bid Security	DD/ PO ……(Dated) in favour of the Cotton Corporation of India Limted payable at Mumbai for Rs. 60000/- (Rs. Sixty Thousand Only) issued by……(Name of Bank)

<table>
<tr><th>S. No.</th><th>Information Required</th><th>Response</th></tr>
<tr><td></td><td></td><td>……(Name of Branch)</td></tr>
<tr><td>9.</td><td>Whether the Bidder is having sufficient work experience as per eligibility criteria
(If Yes, Please attach documentary evidence thereof)</td><td>Yes/ No</td></tr>
<tr><td>10.</td><td>Details of Work Experience Certificate attached</td><td>Yes / No</td></tr>
<tr><td>11.</td><td colspan="2">Please Provide the details of similar work completed during past five years in following column/ row</td></tr>
<tr><td></td><td colspan="2">
<table>
<tr><th>Sr. No.</th><th>Name of the Party for which the work was Done</th><th>Total Value of the work done</th><th>When the Work was Started</th><th>When the work was completed</th><th>Remarks, if any</th></tr>
<tr><td>1.</td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>2.</td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>3.</td><td></td><td></td><td></td><td></td><td></td></tr>
</table>
(Attach the Self Attested Copy of the Experience Certificate as per the Eligibility Criteria Separately)
</td></tr>
<tr><td>12.</td><td>Whether, barred by the Central/ State Government, or any entity controlled by it, from participating in any project and the bar subsists as on the Bid Due Date</td><td>Yes/ No</td></tr>
<tr><td>13.</td><td>Average annual turnover of previous three financial years (as certified by Chartered Accountant)</td><td></td></tr>
</table>

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder/Lead Member

Annex (ii) to Appendix–I

General Terms and Conditions of the Tender

1. All charge on account of **octroi, terminal or GST & other duties** on materials obtained for the works from any source (excluding the materials supplied by the corporation) shall be borne by the Tenderer and the corporation will not accept any liability in this regard.

2. The Contractor shall comply with all the relevant provisions of the various acts and rules framed there under relating to the **"Employment of Contract Labour"** by the Contractor such as:
   a) The Contract Labour (Regulation & Abolition) Acts, 1970 and Rules framed there under;
   b) **The Factories Act, 1948** and Rules framed there under;
   c) The **Workmen's Compensation Act 1923,** and Rules framed there under;The**Employees Provident Fund Act** and misc. provision Act, 1952 and various schemes there under;
   d) The **Minimum Wages Act, 1947** and the Rules framed there under;the**Inter-State Migrant Workmen (Regulation of Employment and Conditions of Services)Act, 1979** and any other present, future acts/Rules which may be enacted/framed/madeapplicable by the Central Govt. or the State Govt. as the case may be and is applicable to the Contract labour from time to time;

   e) **Applicable Acts to cover statutory bonus, retrenchment benefit & Accident insurance.**

   Any **Civil/Criminal liability** arising out of the noncompliance of the provisions of any Act or rules as applicable to the "Contract Labour" on account of the failure of the Contractor will be at the sole risk, responsibility and cost of the contractor.

   f) Any other Act pertaining to the Contract Labour.

3. **PENALTY:**

   The Contractor shall have to complete the work within one month from the date of issuance of work order. In case of delay beyond one month 3% of the total invoice amount per fifteen days shall be charged as delay penalty subject to maximum of 15% of total bill amount.

4. **Payment:**
   Running Bill Payment
   All running payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and/or accepted by Corporation and shall not preclude the recovery for bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the Contract, or any part thereof, in this respect, or the accruing of any claim, nor shall it conclude, determine or affect in any

way the powers of the Corporation under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise, or in any other way vary/ affect the contract.

The final bill shall be submitted by the contractor within three months of the completion of work, otherwise Corporation's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on contractor.

All payments shall be released by way of e-transfer through RTGS in India directly at their Bank account by Corporation.

MEASUREMENTS OF WORKS

Official -in-charge shall, except as otherwise provided, ascertain and determine by measurement, the value of work done in accordance with the contract. All measurements and levels shall be taken jointly by the Official-inCharge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Official-inCharge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties. · If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Official-in-Charge or his representative, the Official-in-Charge and Corporation shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Official-in-Charge or his representative shall be deemed to be accepted by the Contractor. The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

The Contractor shall have to submit the Bill after due certification by Official incharge regarding satisfactory completion of the work for which the bill has been raised. Thereafter the bill amount may be released to the Contractor after due certification of quantity of material used and deduction of Security deposit / retention money, applicable taxes, penalty, if any etc.

5. The Contractor shall have to arrange labour, tools, machineries, tackles etc and materials required for completion of the work as provided under the scope of work.
6. **Defect Liability Clause**

   The contractor shall be responsible for the rectification of defects in the works for a period twelve months from the date of completion of the work. Any defects discovered and brought to the notice of the contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by the Corporation at the cost and expense of the contractor
7. **Performance Security**: Within five working days from the date of issue of Work Order or within such extended time as may be granted by Corporation in writing, the contractor shall submit to Corporation performance Security in the form of Demand Draft of any scheduled

Commercial bank in favour of the Cotton Corporation of India Limited equivalent to 5% (five per cent only) of the contract value for the due and proper execution of the Contract.

The Corporation reserves the right of forfeiture of the performance security in the event of the contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

Performance security shall be returned after successful completion of the job and receipt of Fit for operation certificate from Indian Railways.
In case the contractor fails to submit the performance Security of the requisite amount within the stipulated period or extended period, the Work Order automatically will stand withdrawn and EMD of the contractor shall be forfeited.

8. Security Deposit/ Retention Money

The Security deposit or the retention money shall be deducted from each running/ final bill of the contractor @ 5% (Five per cent only) of the gross value of the Running Account/ final bill. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the upto date amount of security deposit exceeds the earnest money deductible under this clause. No Interest shall be paid on amount so deducted.
The release/refund of security deposit of the contractor shall be subject to the observance/compliance of the conditions as under and whichever is later:
Expiry of the defect liability period in conformity with provisions contained in Defect liability clause. The expiry of defect liability period shall be extended from time to time depending upon extension of time granted by Corporation.
The Corporation reserves the right of part or full forfeiture of security deposit in addition to other claims in the event of contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

9. The Contractor shall be responsible to pay at its own cost and expense towards all utilities as may be required for completion of the work. The contractor shall, at his own expense, provide all materials, required for the works. All such materials to be provided by the Contractor shall be in Conformity with the specifications laid down or referred to in the tender. The contractor shall, if requested by the Official-in-Charge furnish proof, to the satisfaction of the Official-in-Charge that the materials so comply. The Official-in-Charge or his authorized representative shall at all times have access to the works The Official -in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the Specifications and in case of default, the Official-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Official-in-Charge shall also have full power to require other proper materials to be substituted thereof and in case of default, the Official-in-Charge may cause the same to the supplies and all costs which may require such removal and substitution shall be borne by the Contractor. All expenses towards mobilization at site and de-mobilization including bringing in equipment, work force, materials, dismantling the equipments, clearing the site etc. shall be deemed to be included in prices quoted and no separate payment on account of such expenses shall be entertained.

10. COMPLETION CERTIFICATE AND COMPLETION PLANS

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Official-in-Charge and on receipt of such notice , the Official-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and cleaned off the dirt from the site.. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of work, the Official-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof less actual cost incurred on removal of materials / debris / malba etc.

11. **Action In Case Work Not Done As Per Specifications**: All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Official-in-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Corporation or any organization engaged by the Corporation for Quality Assurance. The contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. If it shall appear to the Official-in-charge or his authorized subordinates in-charge of the work or to the officer of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Corporation for Quality Assurance or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made from the Official-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Official in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation as determined by the Corporation. Decision of the Corporation in this regard will be final and binding on the contractor.

Cancellation/Determination of Contract In Full Or Part

Subject to other provisions contained in this clause the Official -in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

a. If the contractor having been given by the Official-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter; or

b. If the contractor has, without reasonable cause, suspended the progress of the work or has to proceed with the work with due diligence so that in the opinion of the Official-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Official-in-Charge; or

c. If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Official in-Charge; or

d. If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Official-in-Charge; or

e. If the contractor shall offer or give or agree to give to any person in Corporation service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action relation to the obtaining or execution of this or any other contract for Corporation;

f. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

g. If the contractor being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

h. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or.

i. If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of the labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without and prior written approval of the Official in -Charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Official-in-Charge may without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Corporation, by a notice in writing to cancel the contract as whole or only such items of work in default from the Contract, the Official-in-charge shall have powers:

a) Take possession of site and any materials, constructional plant, implements, stores, etc. thereon; and/ or

b) b) Carry out the incomplete work by any means at the risk and cost of the contractor; and/ or

c) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Official-in-Charge shall be conclusive evidence).Upon such determination or rescission the full security deposit recoverable under the contract and performance Security shall be liable to be forfeited and un-used materials, construction plants, implements, etc. shall be taken over and shall be absolutely at the disposal of the Corporation. If any portion of the Security Deposit has not been paid or received it would be called for and forfeited; and/ or To employ labour paid by the Corporation and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials of the amount of which cost and price certified by the Official-in-Charge shall be final and conclusive against the contractor.

12. The Contractor shall ensure compliance with all employment and labour laws including but not limited to Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948, Payment of Gratuity Act, 1972, The Workmen Compensation Act, 1923, Regulation of Employment and Conditions of Service) Act, 1979, Maternity Benefit Act, 1961 and Sexual Harassment at Workplace (Prohibition, Prevention and Redressal) Act, 2013 etc. (collectively the "**Employment Laws**");

13. The Contractor shall be liable to make all necessary payments under Applicable Law and Employment Laws in relation to the employment of labour and manpower for the scope of work assigned to him. It is clarified that the Corporation will not be responsible for making any payments or compensation to labour workforce, personnel or other individuals employed, engaged or retained by the Contractor.

14. The Contractor shall ensure compliance with all labour, environment, and health and safety laws as applicable.

15. All rates as per Bill of Quantities (BOQ) quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract.

16. Earnest Money Deposit
    Earnest Money Deposit of amount as mentioned in "NIT/ Memorandum (Annexure-I)" required to be submitted along with the tender shall be in the form of Demand Draft payable at place as mentioned in NIT in favour of The Cotton Corporation of India Limited from any Scheduled Commercial Bank payable at Mumbai . The EMD shall be payable to Corporation without any condition(s), recourse or reservations. i) The Bid will be rejected by Corporation as non-responsive and shall not be considered in case EMD is not received in Physical form. ii) The EMD of bidders other than L1 will be returned within 60 days, after opening of Financial Bid. iii) No interest shall be paid by Corporation on the EMD. iv) The EMD may be forfeited: a) if the bidder withdraws the bid after bid opening during the period of validity; b) Any unilateral revision in the offer made by the tenderer during the

validity of the offer. c) Non acceptance of Work Order, if and when placed d) In the case of a successful bidder; if the bidder fails to furnish the required performance security or fail to commence the work within the stipulated time period prescribed in the contract.

17. The Corporation may , without prejudice to its right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

    - If the Contractor, having been given by the Corporation a notice in writing to rectify, reconstruct or replace any defective work, or that the work is being performed in an inefficient or otherwise improper, or un-workman-like manner shall omit to comply with the requirements of such notice for a period of seven days and thereafter, or of the Contractor shall delay or suspend the execution of the work so that either, in the judgment of the Corporation (which shall be final and binding) he will be unable to secure completion of the work by the date of completion, or he has already failed to complete the work by that date;
    - if the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if the circumstances shall arise which entitle the court or creditor to appoint a receiver or a manger or which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

    When the Contractor has made himself liable for action under any of the cases aforesaid, The Cotton Corporation of India shall have powers.

    - To determine or rescind the contract as aforesaid (of which termination or recession notice in writing to the contractor under the hand of Chief General Manager (Marketing) shall be conclusive evidence). Upon such determination or rescission the security deposit of the Contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Corporation.

    AND/ OR

    - To employ labour paid by the The Cotton Corporation of India or to employ any other agency to carry out the incomplete work or any part of the work, debiting the Contractor with the cost of such labour/ agency (the amount of which cost of labour/ cost of other agency certified by the Corporation shall be final and conclusive against the Contractor) and at the risk of the Contractor. The certificate of the Corporation as to the value of the work done shall be final and conclusive against the Contractor, provided always that the action under this sub-clause shall only be taken after giving notice in writing to the Contractor.

18. <u>DISPUTE RESOLUTION:</u>

- The Parties shall meet and endeavour to amicably resolve through discussions any dispute, difference, claim or controversy including the matter of damages if any (a "**Dispute**") that arises between the Parties about the validity, interpretation, implementation or alleged breach of any provision of Contract, or anything connected or related to or incidental to the Contract.
- If the Dispute is not amicably resolved by the Parties within 90 (ninety) days of the Parties meeting, either Party may submit the Dispute to arbitration to be conducted in accordance with the Arbitration and Conciliation (Amendment) Act, 2015 (as amended from time to time) in accordance with the following procedure:

(a) The arbitration proceedings shall be held at Mumbai.

(b) The arbitration proceedings shall be presided over by a sole arbitrator, appointed by the functional Director of the Corporation.

(c) The arbitration proceedings shall be conducted and the award shall be rendered in English.

(d) The arbitrator shall make the award within 3 (three) months of entering upon the reference unless the time is extended by consent of both Parties.

(e) The award rendered by the arbitrator shall be final, conclusive and binding on the Parties.

(f) The award shall be enforceable in any court having jurisdiction, subject to Applicable Law.

(g) Each Party shall bear the cost of preparing and presenting its case.

(h) The Parties shall equally share the cost of arbitration, including the arbitrator's fees and expenses.

19. **FORCE MAJEURE**:

Events such as, but not limited to, war, hostilities, revolutions, riots, civil commotion, strikes, lockouts, conflagrations, epidemics, accidents fire, wind, floods, droughts, earthquake, Insurgency, militancy or because of any orders proclamations, regulation or ordinance of any government / or because of any act of God, or for any other cause beyond the reasonable control of either parties, will broadly constitute 'Force Majeure". Notice in writing of such cause with necessary evidence shall be given within 7 (Seven) days from the happening of the event and in case it is not possible to serve notice within the said thirty days period, then within the shortest possible period without delay.

As soon as the cause of Force Majeure has been removed, the Contractor shall notify the Corporation of such delay incurred in effected activity. From the date of occurrence of a case of Force Majeure, obligations of either party as to the contract conditions shall be suspended during the continuance of any inability so caused until the cause itself and the inability resulting there from have been removed and

the agreed time of completion of the respective obligations under this Contract shall extended by a period equal to the period of any delay occasioned by such events.

Should one or both the parties be prevented from fulfilling the contractual obligations by state of Force Majeure lasting for a period of six months or more, the two parties shall consult each other and decide regarding the future execution of the Contract.

I/ We hereby confirm that we have understood the terms and conditions mentioned in the tender form and we agree to abide by same.

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder/Lead Member

APPENDIX–II[3]:
Financial Bid Submission Form

Dated:_____

To,
The Chief General Manager (Marketing),
The Cotton Corporation of India Limited,
KapasBhavan, Plot No. 3A, Sector-10,
CBD Belapur, Navi Mumbai, 400614,
Maharashtra.

Sub : Financial Bid for Repairs to existing Railway track , making it fit for Railway Traffic use, located inside the premises of the CCI Warehousing Complex of the Cotton Corporation of India Ltd. Situated at, Plot No. S-5, Sector KWC, Kalamboli, Distt. Raigad -410218

Dear Sir,

1. With reference to your Tender Form document dated 08.07.2019, I/ we, having examined the Bidding Documents and understood their contents, hereby submit my/ our Financial Bid for the aforesaid Scope of Work. The Financial Bid is unconditional and unqualified.

2. I/ We hereby quote the Bid Parameter as follows:

Sr No.	Description of work	Unit	Quantity	Per Unit Rate in Rs.	Amount in Rupees (Excluding GST)
1.	Excavation in all type of soil from Rail level to 200mm below on ballast section including all type of soil, stone, concrete, concrete slabs etc and clearing excavated materials away from the Company premises at licensed facility.	m3	2000		
2.	Cleaning Track from rank vegetation from Railway Track (Double Line)	RMT	300		
3.	Wire brushing/clipping scraping and chemical cleaning of the rail to remove all rust, oil foreign particales from the surface and application of coat of zinc chromate red oxide ZMC (IS-2074) primer to achieve a thickness of 25 microns and primer coat to be followed bytwo coats of bitumen emulsion black paints as per	RMT	3350		

[3] To be printed on the letterhead of the Bidder.

	Indian Patent No.56192 and finishing coat of bitumen emulsion consisting 20% mica powder on 180/200 mesh to thickness of 3 coats should be 75 microns. The application of primer paint should be by brush on 60kg/52 Kg rails.Rates included lead lift, transportation etc complete.				
4.	Removing of seized ERC from MCI inserts of existing track after heating the insert by oxyacetylene. Due care shall be taken to ensure No Damage to the Sleepers. Rate includes refixing of ERC with freasing of Insert eye and the ERC with contractor grease	Each	1500		
5.	Oiling & Greasing of Rail & Sleepers Fittings with Contractors Materials				
	v. Fish Plate	Each	400		
	vi. Fish Bolt	Each	1000		
	vii. ERC	Each	15000		
	viii.M S Liners	Each	15000		
	Fixtures, Fastenings and Fittings				
6.	Supply of fish bolts with nuts for 52 kg rails 25mm dia x 130mm long to RDSO drg.NO.T-11501	No.s	490		
7.	Supply of J - clips conforming to RDSO - T-4158.IRS Specification T -31-1992.	Nos	790		
8.	Supply of Elastic Rail clips to RDSO Drg. No. T-3701 and confirming to specifications (IRS T-31-1992) & corrigendum No 2 of Apr 1999.	Nos	1070		
9.	Supply of Metal liners as per Drg.no.3740	Nos	1850		
10.	Supply of Grooved sole plates 6mm thick for 52kg rails on prestressed concrete sleepers to RDSO Drg.No.T-3703	Nos	2820		
11.	Supply of 1 in 8.5 Henry William self reversing spring point lever hand operated points & Crossing as per RDSO	Sets	3		

	Dwg. No. MA-3040/T-3040 (M)				
12.	Two Way Key	Nos	1500		
13.	Supply of 52 Kg Rail Fish plates to Drg No:T-090(M) 610 mm long	Pairs	20		
	NOTE : All realized fitting against item no . 6 to 13 are to be collected/deposited and handed over to the CCI office at site by our Own transport				
14.	Through packing of ordinary plain track as per IRPWM including boxing of ballast to correct profile including first round packing & subsequent round packings	RMT			
a	one round through packing	RMT	2000		
15.	Supply and Running out 65mm Gauge Stone ballast				
c.	Supply and stacking of 65 mm gauge machine crushed stone ballast as per Railway Board's IRS-GE-1 June 2004 specifications and as directed by Engineer-in-charge at site including all leads, lifts, labour, material & transportation etc. complete. The rate includes leveling of the stacking space properly, all taxes, levies, duties, octroi, royalty, cess, shrinkages, testing charges etc. complete. No deduction will be made on stack measurement for shrinkage.	Cum	700		
d.	Running out ballast from supply taken against item no. 16(A) to the track for making requirement for lifting and packing of track at deficient locations in track no. 1 and 2 as per site condition as directed by our Engineer Incharge at site	Cum	700		
16.	repair to existing dead end as per site condition as directed to make it standard as per railway specification	No.	1		
Total					

Total Amount (In Words).....

3. In case of any discrepancy between the words and figures mentioned above, the amount in words shall be taken into consideration.

4. I/ We shall make available to the Corporation any additional information it may find necessary or require to supplement or authenticate the Financial Bid.

5. I/ We acknowledge the right of the Corporation to reject my/ our Financial Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, my/ our right to challenge the same on any account whatsoever.

6. I/ We agree and understand that the Financial Bid is subject to the provisions of the Bidding Documents. In no case, I/ we shall have any claim or right of whatsoever nature if the Scope of Work is not awarded to me/ us or my/ our Financial Bid is not opened or rejected.

7. The Bid Parameter has been quoted by us after taking into consideration all the terms and conditions stated in the Tender Form, my/ our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Scope of Work.

8. I/ We shall keep this offer valid for 60 (Sixty) days from the Bid Due Date specified in the Tender Form.

9. In witness thereof, I/ we submit this Financial Bid under and in accordance with the terms of the Tender Form document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of Bidder/Lead Member