

Tender No.: IrconISL/1021/Tender/157/DST-FMS

Date: 26.08.2022

**ON BEHALF OF
DEPARTMENT OF SCIENCE & TECHNOLOGY,
GOVT. OF INDIA**

E- TENDER DOCUMENT

IrconISL/1021/Tender/157/DST-FMS

**Providing Facility Management Services and
Operation cum Comprehensive Maintenance of
Building related services for Existing S&T Block-I &
Newly constructed Phase-I of the State-of-the-Art
Office Complex of Department of Science and
Technology, New Mehrauli Road, New Delhi**

TECHNICAL BID

August- 2022

IRCON INFRASTRUCTURE & SERVICES LIMITED

(A WHOLLY OWNED SUBSIDIARY OF
IRCON INTERNATIONAL LIMITED,
GOVT. OF INDIA UNDERTAKING)
B-40A, SECTOR-1 NOIDA-201301,
GAUTAM BUDDHA NAGAR, UTTAR PRADESH
PHONE: +0120-2970406
e-mail: ceo@irconisl.com; web: www.irconisl.com

CIN: U45400DL2009GOI194792

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SECTION-I

e-Procurement Notice

IRCON INFRASTRUCTURE & SERVICES LIMITED

(A Wholly Owned Subsidiary of Ircon International Limited, Government of India Undertaking)

No. : IrconISL/1021/Tender/157/DST-FMS

Date: 26.08.2022

e-PROCUREMENT NOTICE**DATE SHEET**

| | | | | |
|----|----------------------------------|---|------------|------------|
| 1. | Publishing Date | : | 27.08.2022 | 09:00 Hrs |
| 2. | Bid Document Download/Start Date | : | 27.08.2022 | 09:30 Hrs |
| 3. | Clarification Start Date | : | 27.08.2022 | 09:30 Hrs |
| 4. | Clarification End Date | : | 02.09.2022 | 17:30 Hrs |
| 5. | Pre-bid Meeting Date | : | 06.09.2022 | 11:30 Hrs. |
| 6. | Bid Submission Start Date | : | 27.08.2022 | 09:30 Hrs |
| 7. | Bid Submission End Date | : | 16.09.2022 | 15:00 Hrs |
| 8. | Bid Opening Date & time | : | 17.09.2022 | 15:30 Hrs |

- 1.0 Chief Executive Officer, IRCON INFRASTRUCTURE & SERVICES LIMITED (IrconISL in abbreviation), B-40A, Sector-1, Noida-201301, Gautam Buddha Nagar, Uttar Pradesh, **Phone No: 0120-2970406, Email Id: ceo@irconisl.com** invites online bids in two packet systems for & on behalf of Department of Science & Technology, Government of India on prescribed forms from bonafide firms/companies (**JV/Consortium firms not allowed**) having requisite experience and financial capacity for execution of the work detailed in the table given below. The bidder is advised to examine carefully all instructions including addendum/corrigendum's, condition of contract data, forms, terms, technical specifications, bill of quantities in the bid document.

| No. | Name of work | Estimated Cost of Work (In INR.) | Earnest Money (In INR.) | Operation & Maintenance Period |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------|--------------------------------|
| 01 | Providing Facility Management Services and Operation cum Comprehensive Maintenance of Building related services for Existing S&T Block-I & Newly constructed Phase-I of the State-of-the-Art Office Complex of Department of Science and Technology, New Mehrauli Road, New Delhi | Rs.12,70,74,176 (Including GST@18%) | Rs.12,35,000/- | 03 Years |

- 2.0 Website <https://etenders.gov.in/e procure/app> may be referred for detailed terms and conditions of the bidding documents, which is available on line. Amendments / Corrigendum / Addendum, if any would be hosted on the website only.

- 3.0 **ELIGIBILITY CRITERIA:** Eligibility of the applicants shall be assessed based on the "Essential Qualifying Criteria" as given in **Annexure-V** to "Instructions to Tenderers".

4.0 Accessing/ Purchasing of Bid Documents

- 4.1 The complete Bid Document can be viewed / downloaded from the e-Procurement portal i.e., <https://etenders.gov.in/eprocure/app> free of cost.
- 4.2 Help for Contractors, FAQ, Information about DSC and Bidders Manual Kit containing the detailed guidelines for e-Procurement system are also available on Central Public Procurement Portal.
- 4.3 It is mandatory for all the bidders to have class-III Digital Signature Certificate (in the name of person having power of attorney to sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-Procurement of IrconISL.
- 4.4 It is mandatory for the bidders to get their firm /company registered with e-procurement portal <https://etenders.gov.in/eprocure/app> to have user ID & password.
- 4.5 Tender documents will be available online on website <https://eprocure.gov.in/eprocure/app> as per date sheet which can be downloaded free of cost. However, to participate in the online bidding process, bidders are required to pay a non-refundable fee of **Rs. 30,000/- (Rs. Thirty Thousand Only) inclusive of GST@18%** towards the cost of one set of tender documents in form of through NEFT or RTGS only in '**Ircon Infrastructure and Services Limited**' bank account no: 040802000002522, **IFSC CODE- IOBA0000408 at Indian Overseas Bank, Palika Bhawan , R.K. Puram, New Delhi-110066**. However, bidders have to upload the payment receipt (scanned copy) online along with the tender document as a proof of submission of their tender fees. Tenders received without cost of tender documents shall not be considered & shall be summarily rejected.
- 5.0 Instructions to Bidders for Online Bid Submission on the e-Procurement portal <https://etenders.gov.in/eprocure/app>.

Bidders may download and refer the "Instructions for Online Bid Submission" from (<https://etenders.gov.in/eprocure/app;jsessionid=F90A7689A0BF87EF35B88D2CA57C6FD4.cppsugep2?page=StandardBiddingDocuments&service=page>).

6.0 Pre-bid meeting

- 6.1 A pre-bid meeting of the interested prospective bidders shall be convened on the date as given in Date Sheet in the office of Director (GA), Administration, Department of Science & Technology, Technology Bhawan, New Mehrauli Road, New Delhi-110016. Interested agencies are required to pre-bid value atleast half an hour prior to pre-bid time with authority letter and Aadhar Card of its representative.
- 6.2 The purpose of the pre-bid meeting is to clarify issues and to answer questions on any matter that may be raised.
- 6.3 The bidder is requested to submit his queries in writing so as to reach this office not later than one day before the meeting.
- 6.4 Any prospective bidders desirous of attending the pre bid meeting shall send a letter of authority on its letter head specifying the name and designation of the person who will be attending the pre bid meeting on its behalf to Chief Executive Officer, Ircon Infrastructure & Services Limited, 2nd Floor, B-40A, Sector 1, Noida - 201301. E-mail: info@irconisl.com. Any such letter of authority shall reach IconISL at least one day before the date of pre-bid meeting.

- 7.0 IrconISL may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on website of <https://etenders.gov.in/eprocure/app> at any time before the closing time of tender. The tenderers who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. This shall be the responsibility of the prospective registered bidders to check the web site for any such corrigendum/addendum at the time of closing time of tender and ensure that bid submitted by them are in accordance with all the corrigendum's/addendums. Suitable time extension (not less than 3 days beyond the date of last amendment) for submission of bids will be granted.
- 8.0 The tender documents shall be submitted online in the prescribed format given on the websites and technical bids received online shall be opened as per date sheet or Corrigendum thereof. No other mode of submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in “**Technical Bid**”. Bill of Quantities with rates duly filled in are to be submitted in the format provided online in the name of “**Financial Bid**”. **Hence, physical submission of the documents is limited to submission of original Earnest Money Deposit in the form of Pay Order/ Demand Draft / Fixed Deposit Receipt / Bank Guarantee as per provision given in sub-clause 9.1 of Instructions to Tenderers.** Representative of the bidder, who chooses to attend, may attend the online opening of the Technical Bids on the scheduled date and time of Bid opening. However, such representatives shall be allowed to attend the opening of the Technical Bids, only, if such person presents the letter of authority issued in his name by the bidder on his letter head.
- Bidder has to make sure that its physical submission (if any) is made prior to due date & time of e-bid submission and no submission shall be accepted if made after that. Any delay in physical submission, due to any reason, shall be on part of bidder only
- 9.0 Bidders cannot submit the tender after the due date and time of e-bid submission. Time being displayed on Central Public Procurement Portal <https://etenders.gov.in/eprocure/app> (“Server System Clock Time”) shall be final and binding on the bidder. e-Bids are required to be submitted by bidders, only as per the Indian Standard Time (IST) and not the time as per their location/country.
- 10.0 The bidders are advised to submit their e-bids well before the e-bid due date. IrconISL shall not be responsible for any delay in submission of e-bids for any reason including server and technical problems or any.
- 11.0 The Technical and Financial Bid shall be digitally signed by the Authorized Signatory of the bidder & submitted “on-line” only. The authorized signatory of the bidder must be in possession of Power of Attorney before submitting the digitally signed bid. Scanned copies of various documents can be prepared in different file format (PDF, JPEG).
- 12.0 Tender shall be submitted as per “Instructions to Tenderers” forming a part of the tender document.
- 13.0 **Any tender received without original Earnest Money in the form as specified in tender documents shall not be considered and shall be summarily rejected.**
- 14.0 IrconISL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept/reject any or all tenders without assigning any reasons thereof. IrconISL’s assessment of suitability as per eligibility criteria shall be final and binding.
- 15.0 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderer shall be forfeited. The decision of IrconISL in this regard shall be final and binding.

- 16.0 IrconISL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above clause no.: 15.0 of Notice Inviting e-Tender.
- 17.0 **The validity of the offer shall be for the period indicated in “Appendix to Tender” after the date of opening (Technical Bid) of the tender.**
- 18.0 **Public Procurement (Preference to Make in India), Order 2017: -**
- 18.1.1 Class-I Local Vendor – a supplier or service provider, whose goods, services or works offered for procurement, has minimum local content equal to or more than 50%.
- 18.1.2 Class-II Local Vendor – a supplier or service provider, whose goods, services or works offered for procurement, has minimum local content equal to or more than 20% but less than 50%.
- 18.1.3 Non-Local Vendor - a supplier or service provider, whose goods, services or works offered for procurement, has minimum local content less than or equal to 20%.
- 18.2 In procurement of all goods, services or works in respect of which the nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only ‘Class-I local vendor’, as defined above shall be eligible to bid irrespective of purchase value.
- 18.2.1 Only ‘Class-I local vendor’ and ‘Class-II local vendor’ shall be eligible to bid in procurement of all goods, services or works, and with estimated value of purchases less than ₹ 200 crore.
- 18.2.2 In all other domestic tenders, Class-I local vendors and Class-II local vendors can participate in the bidding process.
- 18.2.3 ‘Class-I local vendors’ shall get purchase preference over ‘Class-II local vendors.’
- 18.2.4 ‘Class-II local vendors’ will not get any purchase preference.
- 18.2.5 Non local vendors can participate only when global tender is invited. In global tender enquiry, ‘Non-local vendors’ shall also be eligible to bid along with ‘Class-I local vendors’ and ‘Class-II local vendors’.
- 18.2.6 The bidder(s) offering imported products will fall under the category of Non-local vendors. They can’t claim themselves as Class-I local vendors/Class-II local vendors by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.
- 18.3 The margin of purchase shall be 20%.
- 18.3.1 ‘Margin of purchase preference’ means the maximum extent to which the price quote by a “Class-I local Vendor may be above the L1 for the purpose of purchase preference.
- 18.4 Bidders (manufacturer or principal of authorised representative) who have a valid/approved ongoing ‘Make in India’ agreement/ program and who while meeting “Essential Qualifying Criteria” as given in Annexure-V to “Instructions to Tenderers”, would also be considered to be qualified provided:

- i) Their foreign 'Make-in-India' associates meet "Essential Qualifying Criteria" as given in Annexure-V to "Instructions to Tenderers" without exemption, and
 - ii) The Bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.
 - iii) The bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.
- 18.5 In the procurements of goods or works, which are covered by sub-clause 18.2.1 and 18.2.5 above, and which are divisible/splittable in nature, the 'Class-I local vendor' shall get purchase preference over 'Class-II local vendor', as per the following procedure:
- 18.5 (i) Among all qualified bids, if the lowest bid will be termed as L1 (subject to deemed as successful bidder as per Clause 3.5 of Annexure V of Tender document) . If L1 is 'Class-I local vendor', the contract for full quantity will be awarded to L1.
 - 18.5 (ii) If L1 bid is not a 'Class-I local vendor', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local vendors', will be invited to match the L1 price for the remaining 50% quantity subject to the local vendor's quoted price falling within the purchase preference margin of (L1 + 20%), and contract for that quantity shall be awarded to such 'Class-I vendor' subject to matching the L1 price. In case such lowest eligible 'Class-I local vendor' fails to match the L1 price or accepts less than the offered quantity, the next higher local vendor within the purchase preference margin of (L1 + 20%) shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on 'Class-I local vendors', then such balance quantity may also be ordered on the L1 bidder.
- 18.6 In procurements of goods or works, which are covered by sub-clause 18.2.1 and 18.2.5 above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local vendor' shall get purchase preference over 'Class-II local vendor' as well as 'Non-local vendor' as per following procedure:
- 18.6 (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local vendor', the contract will be awarded to L1.
 - 18.6 (ii) If L1 is not 'Class-I local vendor', the lowest bidder among the 'Class-I local vendors', will be invited to match the L1 price subject to Class-I local vendor's quoted price falling within the purchase preference margin of (L1+ 20%), and the contract shall be awarded to such 'Class-I local vendor' subject to matching the L1 price.
 - 18.6 (iii) In case such lowest eligible 'Class-I local' vendor fails to match the L1 price, the 'Class-I local vendor' with the next higher bid within the purchase preference margin of (L1+ 20%) shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local vendors' within the purchase preference margin of (L1+20%) matches the L1 price, then the contract may be awarded to the L1 bidder.
- 18.7 The 'Class-I local vendor' / 'Class-II local vendor' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the minimum local content requirement for 'Class-I local vendor' / 'Class-II local vendor', as the case may be. They shall also give details of the location (s) at which the local value addition is made.

- 18.8 In cases of procurement for a value in excess of 10 Crores, the 'Class-I local vendor' / 'Class-II local vendor' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplies other than companies) giving the percentage of local content.
- 18.9 A vendor who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.
- 18.10 Entities of countries which have been identified by the Nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that Ministry/Department shall not be allowed to participate in procurement for all items related to the nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term entity of a country shall have the same meaning as in the FDI policy of DPIIT as amended from time to time.

For and On Behalf of
Department of Science & Technology, Government of India

CHIEF EXECUTIVE OFFICER,
IRCON INFRASTRUCTURE & SERVICES LIMITED,
(Govt. of India Undertaking)
B-40A, 2nd Floor, SECTOR-1
NOIDA-201301 (U.P)
PHONE: +0120-2970406;
E-mail: ceo@irconisl.com;
Web: www.irconisl.com

SECTION-II
FORM OF BID

FORM OF BID

To
Chief Executive Officer,
Ircan Infrastructure & Services Limited,
B-40A, 2nd Floor SECTOR-1
NOIDA-201301 (U.P)

Dear Sir,

I/We, _____ (*Name and address of the tenderer*) have read the various terms and conditions of the e-tender documents attached here with duly signed by me/us and agree to abide by the same. I/We also agree to keep this tender open for acceptance **within the period of validity of bids** on default thereof our Earnest Money is liable to be forfeited.

I/We hereby declare that we have visited the site of the work and have made ourselves fully conversant of the conditions therein and including the topography of area, soil strata at site of work, sources and availability of construction materials, rates of construction materials, water, electricity, all taxes, royalties, octrois etc., availability of local labour (both skilled and unskilled), relevant labour rates and labour laws, the existing road and approaches to the site of work, requirements for further service roads / approaches to be constructed by me / us, the availability and rates of private land etc. that may be required by me/us for various purposes, climatic conditions, law and order situation and availability of working days.

I/We have quoted our rates for various items in the Bill of Quantities taking into account all the above factors and We offer to do the work **“Providing Facility Management Services and Operation cum Comprehensive Maintenance of Building related services for Existing S&T Block-I & Newly constructed Phase-I of State of the Art Office complex of Department of Science and Technology, New Mehrauli Road, New Delhi”** at the rates quoted in the attached Bill of Quantities and hereby bind ourselves to complete the work in all respects within time schedule depicted in tender documents from the date of issue of letter of acceptance of tender.

I/We also understand that until a formal Contract Agreement is executed, Letter of Acceptance along with all tender documents shall constitute a binding contract between me/us and Ircan Infrastructure & Services Limited.

Our Bank Account No. for the purpose of refund of EMD is..... (Account No., Name of A/C Holder, other details for NEFT/RTGS).

Thanking you,

Yours Faithfully,

Signature _____ and name of the signatory _____ in capacity of _____ duly authorized to sign bids for and on behalf of:

_____ (*In Block capital letters*)

Date this _____ day of _____ 2022.

SECTION-III

INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS

A.

1. General

1.1 Name of the Work: As indicated in ‘**Appendix to Tender**’.

1.2 “A bidder in the capacity of Individual or Sole Proprietor, Partnership Firm, or Company can participate in the tender and the bidder must upload attested copies of the constitution of its firm such as partnership deed, Memorandum & Articles of Association, etc. along with original **Power of Attorney** of authorized signatory as per **ANNEXURE-X** duly attested by Notary Public.”

1.2 (a) Place of Registration as indicated in “Appendix to Tender”.

1.2 (b) **Foreign bidder as a single entity is not permitted to participate in the tender if it is not legally valid firm/company registered in India as per Indian laws.**

1.2 (c) **Joint Ventures and Consortium are not allowed in this tender.**

1.3 Any bidder from a country, which shares a land border with India will be eligible to bid in this tender only, if the bidder is registered with the competent authority nominated/Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

- i) “Bidder from a country, which shares a land border with India” for the purpose of this clause means: -
- a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country;
- or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such a country; or
 - f) A natural person who is a citizen of such a country.

(ii) The beneficial owner for the purpose of (i) above will be as under:

1. In case of a company or limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical Person, has a controlling ownership interest or who exercise control through other means.
Explanation-
 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company”.
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management Rights or shareholder’s agreements or voting agreements.
2. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner are the natural person(s), who, whether acting alone or together, or through one or more Juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner Is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control of ownership.
- iii) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- iv) The successful bidder shall not be allowed to sub-contract works to any contractor from a country, which shares a land border with India unless such contractor is registered with the Competent Authority nominated/Registration Committee constituted by the Department for Promotion of industry and Internal Trade (DPIIT).

1.4 The Work is proposed to be executed under the following relationship

- | | |
|-------------------------------|-------------------------------------------------------------------------------------------------------------|
| a) Client/Principal: Employer | As indicated in “Appendix to Tender” |
| b)Employer/Engineer : | IRCON INFRASTRUCTURE & SERVICES LIMITED address as given in “Appendix to Tender” |
| c) Agency/Contractor: | The successful tenderer to whom the work is awarded shall become the agency for the execution of this work. |

1.5 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder”/ “tenderer”), “bid/tendered”, “bidding”/ “tendering”, etc.) are synonymous. Day means calendar day. Singular also means plural.

1.6 Scope of Work: As indicated in ‘Appendix to Tender’.

The scope given above is only indicative. The detailed scope has been described in the tender documents.

1.7 Approximate Estimated cost of the work is as indicated in the ‘Appendix to Tender’.

1.8 A bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm, or Company. Violation of this condition is liable to disqualify the tenders in which such bidder has participated and EMD of all such tenderers shall stand forfeited.

2. Cost of Bidding

2.1 The bidder shall bear all costs associated with the preparation and submission of the bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.

B. The Bidding Documents

The tenderers must use the online technical and financial sheets available in excel format in this Tender Document for submission of their Technical as well as Financial Bid. Any Bid not conforming to the prescribed format is liable to be declared non-responsive.

3 Content of bidding documents

3.1 The bidding documents include the following:

1. Notice Inviting Tender
2. Instructions to the Tenderers
3. Appendix to Tender
4. Form of Bid
5. Special Conditions of the Contract
6. General Conditions of Contract
7. Bill of Quantities

3.2 The bidder is expected to examine all instructions, terms, conditions, forms, specifications, corrigendum/addendums and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidders' risk and may result in rejection of his bid.

4.0 Understanding and Amendment of Tender Documents

4.1 The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.

4.2 The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.

4.3 Bidders will examine the various provisions of The Central Goods and Services Tax Act, 2017 (CGST)/ Integrated Goods and Services Tax Act, 2017 (IGST)/ Union Territory Goods and Services Tax (UTGST) / respective state's State Goods and Services Tax Act, 2017 (SGST) also, as notified by Central/State Government and as amended from time to time and applicable taxes before bidding. Bidders will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

4.4 The successful bidder who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to IrconISL immediately after the award of contract, without which no payments shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

4.5 In case the successful bidder is not liable to be registered under CGST/IGST/UTGST/SGST Act, IrconISL shall deduct the applicable GST from his/their bills under Reverse Charge Mechanism (RCM) and deposit the same to the concerned authority.

4.6 At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend

the bidding documents by issuing Corrigendum, which shall be part of the Tender documents. The amendment shall be advised to all the prospective bidders.

- 4.7 Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

C. Preparation of the Bids

5.0 Language of Bid

- 5.1 The bid prepared by the bidder and all documents related to the bid shall be written in English.

6.0 Signing of All Bid papers and Completing Bill of Quantities

- 6.1 It shall be deemed that e-bid uploaded by the tenderer is digitally signed by his authorized representative holding the Power of Attorney and to be attached as per the checklist as **Annexure VII**.

- 6.2 While filling up the rates in the Financial Bid/BOQ, bidder must quote “Above” or “Below” or “At Par” to the estimated cost of the work in section XI of BOQ in all items mentioned, failing which the bid shall become invalid. Tender will not be splitted & will be awarded to L1 party in totality.

- 6.3 The bid should be submitted online only in the prescribed format given in the e-procurement portal of <https://etenders.gov.in/eprocure/app>. No other mode of submission is accepted. The Technical and Financial Bid shall be digitally signed by the authorized signatory of the bidder & submitted “online” only. **No hard copy of Technical and Financial bid is required to be submitted.**

The tenderer may download financial bid form and upload the same duly filled through online e-Procurement process.

The tenderer must fill and submit the prices as per instructions given in Bill of Quantities. The system does not permit any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.

7.0 Deviations

- 7.1 The tenderer should clearly read and understand all the terms and conditions, specifications, drawings, etc. mentioned in the original tender documents. If the tenderer has any observations, the same may be indicated in his forwarding letter along with the tender.

8.0 Transfer of tender documents

Tender Documents will be received in electronic form only after payment of Tender document fee.

9.0 Earnest Money

- 9.1 The tenderer must furnish the Earnest Money as indicated in ‘**Appendix to Tender**’ for the work as specified failing which the tender shall be summarily rejected. The Earnest Money may be in any one of the following forms:

- a) Pay Order/Demand Draft of any Scheduled Bank in India in favour of “Ircon Infrastructure and Services Limited” payable at a place as given in Appendix to Tender. It is mandatory for

bidders to provide their Banker's details (Name of Bank & Branch) along with their own bank details (Account No., Name of Account Holder, NEFT/RTGS details).

- b) Fixed Deposit Receipt issued by any Scheduled Bank in India endorsed in favour of "Ircn Infrastructure and Services Limited".
- c) EMD value up to Rs 10.00 Lacs must be in the form of Payorder/DD/FDR. In addition, EMD may also be paid through NEFT or RTGS in IrcnISL's bank account no. 040802000002522, IFSC Code: IOBA0000408 at Indian Overseas Bank, Palika Bhwan, R.K. Puram, New Delhi 110066 in favour of "Ircn Infrastructure and Services Ltd" payable at New Delhi and email id: accounts@irconisl.com. In case of EMD amount being more than Rs. 10.00 Lacs, it can also be deposited in the form of irrevocable Bank Guarantee valid for minimum 180 days beyond the last date of submission of bid, issued by a Scheduled Bank as per the format enclosed at Annexure IX. **B.G. not valid for 180 days beyond the last date of submission of bid will not be considered a valid EMD instrument.** The B.G. must be made invocable at any branch in Delhi/NCR/ of the issuing bank.
- d) The scheduled bank issuing the Bank Guarantee must be on the Structure Financial Messaging System (SFMS) platform. A separate advice of the B.G. shall invariably be sent by the issuing bank to the Employer's Bank through SFMS and only after this, the **B.G. shall become operative and acceptable to the Employer.**
- e) Earnest Money in the form of Pay Order/DD/FDR/BG shall be scanned & uploaded through online e-Procurement process. Further EMD in original form along with a copy of 'SFMS-Messaging report' sent by the BG issuing Bank sealed in an envelope must be received by Employer at the address specified in the "e-procurement Notice not later than the prescribed date and time for e-bid submission.
- f) Proof of transaction towards payment of Earnest Money through NEFT or RTGS shall be scanned either in PDF or JPEG format such that file size is not more than 5 MB and uploaded during the online submission of the e-bid not later than the prescribed date and time for e-bid submission.
- g) No interest shall be allowed on Earnest Money Deposit.
- h) In addition, the bidder is also allowed to submit the hard copy of BG to the Ircn ISL Noida Office, B-40A, Sector-1, Noida-201301(UP) where they have submitted the hard copy of BG in original and upload the scanned copy of the same BG along with other documents uploaded by them.

9.2 Forfeiture of Earnest Money:

9.2.1 The Earnest Money of the tenderer shall be forfeited if he withdraws his tender after opening of the tender during the period of tender validity specified in the "Appendix to Tender" or extended validity period as agreed to in writing by the tenderer.

9.2.2 The Earnest Money of the successful tenderer is liable to be forfeited if he fails to;

- i) Sign the Contract Agreement in accordance with the terms of the tender, or
- ii) Furnish Performance Guarantee in accordance with the terms of the tender, or
- iii) Commence the work within the time period stipulated in the tender or in LOA.

9.2.3 In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

9.3 Return of Earnest Money:

- 9.3.1 The Earnest Money of the unsuccessful tenderers in the form of FDR/BG shall be discharged and returned as promptly as possible and the Earnest Money in the form of DD/Pay Order/ NEFT or RTGS shall be directly credited to his bank account through Electronic Fund Transfer, under advice to the bidder.
- 9.3.2 The Earnest Money Deposit of the successful tenderer shall be dealt as under:-
- i) If the Earnest Money Deposit is in the form of Fixed Deposit Receipt (FDR)/Bank Guarantee (BG), the FDR/BG shall be returned after deduction of an equivalent amount from the first on account bill and further deduction of retention money from the bills shall commence after adjusting this EMD amount.
 - ii) If the Earnest Money Deposit (EMD) is in the form of Demand Draft/Pay Order/ NEFT or RTGS, the same shall be retained towards retention money and further deduction of retention money from the bills shall commence after adjusting this EMD amount.

10.0 Integrity Pact (IP) :

- 10.1 Integrity Pact will be applicable for all tenders/ contracts (for works & supply) of value ₹ 5 Crore & above at all Indian projects. Integrity Pact attached as Annexure-VI to 'Instructions to Tenderers' shall become a part of tender.
- 10.2 Integrity Pact shall be signed by the authorized signatory of the tenderer and witnessed in the format attached as Annexure-VI at the time of signing Contract Agreement. Bidders shall abide by the provisions of Integrity Pact by signing the Affidavit attached as Annexure - IV to Instructions to Tenderers.
- 10.3 If the bidder is a partnership or a consortium, this pact will be signed by all partners or consortium members at the time of signing Contract Agreement.
- 10.4 Only those vendors/bidders who sign the Affidavit shall be qualified to participate in the bidding process.
- 10.5 The Integrity Pact will be signed by Ircon Infrastructure & Services Limited (IrconISL) at the time of execution of Agreement with the successful tenderer.
- 10.6 Name, Designation & Address of Tender Inviting Authority of IrconISL :
Chief Executive Officer
Ircon Infrastructure & Services Limited
2nd Floor, B 40A,
Sector-1, NOIDA (U.P.)-201301
Mobile/ Tel. No.: +91-9958883777
Email ID: ceo@irconisl.com
- 10.7 Name & Address of IEM :
1. Dr. T.M. Bhasin
Former Vigilance Commissioner,CVC
331, Bhera Enclave, Opp Radission Blue Hotel,
Paschim Vihar, New Delhi – 110087
Email: iem.refernce@ircon.org
2. Shri Bimal Julka IAS (Retd)
D-419, Defence Colony,
New Delhi – 110024
Email: iem.refernce@ircon.org

11.0 Period of validity of the tender

- 11.1 The tender shall remain valid as indicated in “Appendix to Tender” after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.
- 11.2 Notwithstanding the above clause, Employer may solicit the tenderer’s consent to extend the validity period of the tender. The request and the response shall be made in writing.

D. Submission of Bids

12.0 Deadline for submission of tender

- 12.1 Earnest Money Deposit required in **physical form**, as per sub-clause 9.1 of “Instructions to Tenderers” must be received by Employer at the address specified in the “e-Procurement Notice” **not later than the prescribed date and time for e-bid submission.**
- 12.2 Any tender related documents received after opening of the tender shall be rejected. Tenderers must upload the good scanned copy of relevant documents required to be submitted on e-Procurement website as mentioned in the tender documents. The document which is not readable or legible will not be given cognizance. E-Bids which are not supported by relevant documents shall not be considered during evaluation of bid.

13.0 Modification / Substitution / Withdrawal of tender

- 13.1 The tenderer may modify, substitute or withdraw his e-bid after online submission prior to the date and time of e-bid opening.
- 13.2 For modification of e-bid, bidder has to upload / resubmit digitally signed modified e-bid in the CPP portal of <https://etenders.gov.in/eprocure/app>.
- 13.3 For withdrawal of e-bid, bidder can withdraw his e-bid by clicking on withdrawal icon at e-procurement portal.
- 13.4 Before withdrawal of an e-bid, it may specifically be noted that after withdrawal of an e-bid for any reason, tender fee will not be refunded. The bidder trying to resubmit the e-bid will have to pay the cost of tender document again.

- 14.0 Submission of an e-bid** by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.

15.0 Submission of e-tenders

- 15.1 All documents/ forms/instructions/specifications etc. listed in item 3.1 of this instruction to tenderers and those attached as per the **Annexure VII** are deemed to be a part of the bid/tender and accepted by the bidder.
- 15.2 In case of any ambiguity, IrconISL will be free to seek confirmation of information from the issuer of the document.

E. e-Bid opening and Evaluation

16.0 Opening of the e-tender

16.1 Tenders will be opened at the address mentioned in “e-Procurement Notice” in presence of tenderers or authorized representatives of tenderers who wish to attend the opening of tenders. Physical presence during e-bid opening is optional.

16.2 Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.

16.3 Tenderer’s name, presence or absence of requisite Earnest Money, total cost of work quoted or any other details as Employer may consider appropriate will be displayed with list to all participating bidders online after bid opening.

17.0 Clarification of the tenders

17.1 To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.

18.0 Preliminary examination of bids

18.1 The Employer shall examine the bids to determine whether they are complete, whether physical copy of all the relevant documents have been received **not later than the prescribed date and time for e-bid submission** and generally they are in order.

18.2 Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one;

i) That affects in any substantial way the scope, quality or performance of the contract.

ii) That limits in any substantial way, inconsistent with the bidding documents, the Employers’ rights or the successful Bidder’s obligations under the contracts; or

iii) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

18.3 If an e-bid is not substantially responsive, it shall be rejected by the Employer.

18.4 In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/reservations, the tender shall be treated as non-responsive. Employer’s decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

19.0 Evaluation and comparison of tenders

19.1 In case of open tenders, bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in **Annexure-V**. The tenderer must scan and upload all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.

- 19.2 The Employer/Engineer reserve the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. The tenderer must note that during negotiations of rates/percentage of items of BOQ can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.
- 19.3 Bidder shall quote at per/below/above the estimated cost put to tender based on BOQ as mentioned in financial bid packet in online prescribed format in Govt. CPP Portal.
- 19.4 If in case two or more bidders quote the same rate which are deemed to be L-1 bid, then the said bidders shall be called for negotiation meeting by IrconISL. IrconISL reserve the right to select the bidder for the subject work after the negotiation meeting held based upon the quoted rates by the bidders called for negotiation.
- 19.5 The IrconISL also reserve its right to deny short-listing to any or all the bidders and to restrict the list of short-listed bidders to any number deemed suitable by IrconISL without assigning any reason.
- 19.6 If any information information/detail furnished by the bidder is found incorrect at any stage, then the bidder shall be liable to be debarred from submitting the tender/taking up any work by IrconISL.

20.0 Canvassing

- 20.1 No tenderer is permitted to canvass to Employer on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.

21.0 Right to accept any tender or reject all tenders

Employer/Engineer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

22.0 Validation of Tenderer

If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the Employer/Engineer shall deem such tender as invalid.

23.0 Award of Contract

- 23.1 Employer/Engineer shall notify the successful tenderer in writing by Courier/ Speed Post or per bearer or delivering the same by e-mail duly attached with scanned copy of Proof of Dispatch (POD) that his tender has been accepted.
- 23.2 Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Employer/Engineer and the contractor till such time the contract agreement is signed.

24.0 Contractor Performance Feedback and Evaluation System

The employer will have a 'Contractor Performance Feedback and Evaluation System' for periodic evaluation of Contractors performance during execution of Contract. In case contractor's over-all performance is found unsatisfactory (<85% for Works Contracts and <75% for Consultancy Contracts) based on the parameters as listed in Annexure 'II' and 'III' respectively, the Contractor is liable to be declared a 'Non-Performer', and will become ineligible for participation in future tenders of this Organization for a period of 2 (two) years from the date of such decision. This decision is to be conveyed to the Contractor in writing.

The non-performer status may be revoked during currency of the contract on improvement of performance parameters during the next annual review.

This is without prejudice to any other recourse available to the Employer under the Conditions of Contract.

25.0 Ineligibility to participate in re-tenders/ future cases

Notwithstanding anything contained in the Qualification Clauses of ITT, if a bidder withdraws from an offer after having been declared a preferred bidder or after Notification of Award or does not sign the Contract Agreement pursuant to the Letter of Acceptance or does not submit an acceptable Performance Security which results in tender being annulled then such bidder shall be treated as ineligible for participation in re-tendering of this particular work and also for any other work for a period of six months. A repeat incident of similar type within a period of 2 (two) years will render the bidder ineligible for participation in all future tenders for a further period of 2 (two) years.

26.0 Declaration of non-performance or ban status or termination.

Tenderers are not eligible to participate in the tender process under the following conditions:

- a) They have been declared a non-performer by any Organization / Authority / Public Sector Enterprises in India, any Government Department in India or a multilaterally funded agency during the last two years prior to the date of our bid submission.
- b) They are currently debarred for tendering, blacklisted, suspended in Central/State Government Department in India including authority controlled by them.
- c) Any previous contract awarded to them has been terminated by IrconISL/Ircon International Limited on account of contractor's default during the last two years prior to the date of bid submission.
- d) The bidder (any partners in case of JV) is in Corporate Insolvency Resolution Process (CIRP)/liquidation/Winding up/CDR/SDR/S4A/Flexible Structuring or any other restructuring scheme due to financial stress and is in default on any debt obligations on the bid due date. An undertaking of bidder (All partners in case of JV) duly certified by the statutory auditor of the bidder must be submitted along with the bid.

Accordingly, tenderers are required to sign an Affidavit as per the enclosed pro-forma in **Annexure-IV**, declaring their status of non-performance or debarment/termination or Corporate Resolution Process/liquidation/Winding up/CDR/SDR/S4A/Flexible Structuring or any other restructuring scheme due to financial stress or default on any debt obligations.

27.0 Tenderer to be fully responsible for the consequences of misrepresentation

- a) Any suppression of information and misrepresentation will render the tenderer ineligible for the tender along with the forfeiture of Earnest Money. The tenderer will also be liable for disqualification for future tenders of IrconISL for a period of 2 years.
- b) If any suppression of information and misrepresentation is found after the award of Contract, the Contract may be terminated with forfeiture of EMD, PG and SD (if any). The Contractor will also be disqualified for future tenders of IrconISL for a period of 2 years.

DETAILS OF THE BIDDER

| | | | |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-------|
| 1. | Name of Bidder | | |
| 2. | Registered Address of Bidder: - Land Line Telephone No. with STD code: - Fax No. with STD code: - | | |
| 3. | Address on which Correspondence should be done with Tel. Nos., Fax No. & E-mail address | | |
| 4. | Place of incorporation / registration | Year of incorporation / registration | |
| 5. | Constitution of bidder | | |
| I) | Specify, if the bidder is | | |
| | (a) | An individual | _____ |
| | (b) | a proprietary firm | |
| | (c) | a firm in partnership | |
| | (d) | a Limited Company or Corporation | |
| | (e) | a group of firms / joint venture (If yes, give complete information in respect of each member) | |
| II) | Attach a copy of Proprietorship or Partnership Deed or Article of Association or Incorporation of Company or JV Agreement as the case may be. | | _____ |
| 6. | Give particulars of registration with Govt./Semi Govt./ Public Sector Undertakings/Local Bodies. | | _____ |
| 7. | Banker's Details for Payment through Electronic Clearing System (ECS): Name of bank : Address of bank : Account No. : Name of Account Holder : IFSC : Telephone No. with STD Code : e-mail Address : | | _____ |

ANNEXURE - 'II'
(Ref. Clause 24 of 'Instructions to Tenderers' at Page 22-23)

ASSESSMENT OF PERFORMANCE OF WORKING CONTRACTOR

| S. No. | Description | Weightage | | Remarks |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|---------|
| | | Assigned | Obtained | |
| 1 | Resource Management/ Financial Status | | | |
| 1.1 | Timely mobilization of manpower, as per the requirement of work and/or as suggested by Engineer in writing | 5 | | |
| 1.2 | Timely mobilization of machinery, as per the requirement of work and/or as suggested by Engineer in writing | 5 | | |
| 2 | Physical Progress /Project Execution Capability | 75 | | |
| 2.1 | Target Vs Achieved review of the progress and adherence to milestones of the work as per above submitted & approved programme (may be judged as below, to be modified depending on availability of front/site or as indicated in Contract) | | | |
| A | At 33% time: >15% | | | |
| B | At 50% time: >30% | | | |
| C | At 100% time: >60% | | | |
| D | At 175% time: >98% | | | |
| 3 | Quality Assurance Capability | | | |
| 3.1 | Documentation of procedures, work instructions, check list and adherence to the requirements of ISO 9001:2008. | 4 | | |
| 3.2 | Rectification of defects/non-conformity to quality standards within 30 days: (Nos. mentioned in writing/Rectified within 30 days of writing) | 4 | | |
| 3.3 | Implementation of corrective and preventive measures to control non-conformities/ rejections | 2 | | |
| 4 | Claims and Disputes | | | |
| 4.1 | Raising unnecessary claims and litigation | 5 | | |
| | TOTAL: | 100 | | |

(Ref. Clause 24 of 'Instructions to Tenderers' at Page 22-23)

ASSESSMENT OF PERFORMANCE OF WORKING CONSULTANT (NOT APPLICABLE)

| S. No. | Description | Weightage | | Remarks |
|--------|-------------------------------------------------------------------------------------|------------|----------|------------------------------------------------------------------------------|
| | | Assigned | Obtained | |
| 1 | Resource Management | 15 | | |
| 1.1 | Mobilization time | 5 | | Shall be immediate as per the submission |
| 1.2 | Deputation of qualified team leader -overall co-ordination | 5 | | Person so nominated at the time of submission shall not be changed |
| 1.3 | Deputation of experienced staff for specific job/trade | 5 | | Persons identified at the time of submission may not be changed |
| 2 | Quality Assurance | 20 | | |
| 2.1 | Methodology of submission of drawing | 5 | | There has to be a document stating the methodology of forwarding the drawing |
| 2.2 | Methodology to ensure that integrated drawings are issued and not in isolation | 5 | | Working on the same platform and on the same corrected drawing |
| 2.3 | Formats for delivery stages of project | 5 | | So as to segregate the drawings for info, tender and working drawings |
| 2.4 | Quality of submission – adequate detailing | 5 | | Is there in house cross-checking facility |
| 3 | Physical Progress | 65 | | |
| 3.1 | Submission of detailed schedule of delivery with number of drawings to be submitted | 5 | | This needs to be tweaked with construction programme |
| 3.2 | Adherence to Milestones for various submissions | 10 | | Important to ensure smooth working |
| 3.3 | Capability of change management and incorporation of changes | 10 | | |
| 3.4 | Timely response to the queries | | | Important for execution and is measure of seriousness about the project |
| A | During design stage | 5 | | |
| B | During execution stage | 5 | | |
| 3.5 | Quality and detailing of Report | 20 | | Speaks about the effort and sincerity |
| 3.6 | Timely submission of the reports/details/ calculations etc. | 10 | | Mandatory for timely execution of the project |
| | TOTAL: | 100 | | |

Annexure-'IV'

(Ref. Clause 26.d. Instructions to Tenderers at Page 23,
Clause 5. Of Essential Qualifying Criteria at Page 30 & Check list S. No, 15 at Page-46)

AFFIDAVIT

(To be executed on a non-Judicial stamp paper of Rs. 100 only)

I/we, the undersigned, do hereby solemnly affirm and declare that-

1. Neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm have been declared non-performer by Central/ State Government Department in India including authority controlled by them during the last two years prior to the date of bid submission.
2. As on date our bid submission, neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm are debarred for tendering, blacklisted, suspended in Central/ State Government Department in India including authority controlled by them.
3. As on date our bid submission, neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm/JV are in Corporate Insolvency Resolution Process (CIRP)/ Liquidation/Winding up/CDR/SDR/S4A/Flexible Structuring or any other restructuring scheme due to financial stress and have not been in default on any debt obligations on the bid due date.
4. No contract agreement between IrconISL or its wholly owned subsidiaries and either our firm or any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm have been terminated on account of our default during the last two years prior to the date of our bid submission.
5. We have no objection to IrconISL requesting to any bank, person, firm or body and any such agency furnishing pertinent information as deemed necessary or to verify this statement or regarding our competence and general reputation.
6. We understand that further qualifying information may be requested by IrconISL and we agree to furnish any such information at the request of IrconISL within the prescribed time.
7. We bind ourselves with all the stipulations of the Bidding Document including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated completion period and agree to augment any resources, if found necessary for timely completion of the project, as desired by the IrconISL.
8. We have read and understood all the provisions included in the Integrity Pact and abide by them, if applicable.
9. We have read and understood all the provisions included in the bid documents and abide by them.
10. The information furnished by us is correct and we understand the consequences in case any of the information furnished is not found to be true.

(Signed by the Authorized Representative of the Firm)

Name of the Authorized Representative.

Name of the Firm.

Dated:

(Ref. Clause 3.0 of e-Procurement Notice at Page 5 & sub-clause 19.1 of ITT at Page 21)

SELECTION PROCESS

Following three-stage selection process (collectively the “Selection Process”) shall be adopted in evaluating the proposals comprising technical and financial bids to be submitted online:-

STAGE I - ESSENTIAL QUALIFYING CRITERIA

1. The contractor should possess the experience of having successfully completed similar works during the last 7-years (ending last day of the month previous to the one in which tenders are invited) which should be any one of the following: -
 - i. One similar completed work costing not less than the amount equal to 65% of the estimated cost i.e. Rs. 8,25,98,215/-
or
 - ii. Two similar completed works each costing not less than the amount equal to 40% of the estimated cost i.e. Rs. 5,08,29,671/-
or
 - iii. Three similar completed works each costing not less than the amount equal to 30% of the estimated cost i.e. Rs. 3,81,22,253/-

Note: Works are considered similar e.g.:

Providing Facility Management Services under a Single Contract for an office building having completed operation and maintenance including Housekeeping & MEP services etc. If the period of contract is more than 3 years, then maximum cumulative value of work done of 3 years will be considered.

2. Average Annual Financial Turnover from facility management services during the last 3-years should be at least 30% of the estimated cost i.e. 3,81,22,253/-.

Note: The financial turnover shall be judged from ITCC or Annual Reports including Profit and Loss Account.

3. The Contractor should have **positive Net worth**. This will be judged from the audited Balance Sheet of the last financial year ending on a date not prior to 18 months from the date of submission of the tender.

Note: For Point 2 & 3

- In case the financial of immediate prior financial years have not been audited till the time of submission of the tender, the bidder can submit an Affidavit to this effect stating that “The financial result of the immediate prior financial years have actually not been audited so far.” In such cases, the financial of the preceding three audited financial years will be taken into consideration for evaluating the Annual Financial Turnover of the bidder. In the absence of such an affidavit, the benefit of considering three preceding years would not be given the bid would be evaluated considering turnover for two preceding years only.
- Similarly, Net worth of the bidder should be judged from the audited Balance sheet of the last financial year ending on a date not prior to 18 months from the date of invitation of the tender, but not earlier than a year immediate prior financial year.

4. The contractor shall submit performance certificates and Letter of Award in reference to S. No. 1 (minimum 3 nos., 2 nos. and 1 no. as the case may be) above issued by Government Organizations / Semi Government Organizations/ Public Limited Company/ Concessionaire Company/ Private Company/ JV Company for having successfully completed similar works in the last 7 years. Certificates issued by such Public Limited Company/ Concessionaire Company/ Private Company/ JV Company must be supported by Tax Deducted at Source (TDS) Certificates (Form 16A/26AS) in evidence of the value of work executed.
5. The bidder shall sign the Affidavit as enclosed in **Annexure - 'IV'** of "Instructions to Tenderers".

The bidder who qualifies all criterias of Stage-I, shall only be considered for further evaluation.

STAGE II- Technical evaluation of Bid

- 1.1 The technical bid and financial bid shall be evaluated separately.
- 1.2 The tendering evaluation shall be done on weightage with 70% to Technical Evaluation and 30% to Financial Evaluation.
 - 1.2.1 The technical bid evaluation shall be done based on the following criteria:
 - 1.2.2 In this 2nd stage of evaluation of Technical Bid, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below:

- | | | |
|--------------|---------------------------------------------------------------------------------|----------------------|
| (i) | Number of years in Operations in service as on 31.08.2022 | Max. 25 Marks |
| | (a) Upto 2 years | 10 Marks |
| | (b) More than 2 years and upto 5 years | 15 Marks |
| | (c) More than 5 years and upto 7 years | 20 Marks |
| | (d) More than 7 years | 25 Marks |
| (ii) | Turnover (as per latest audited balance sheet not later than 31.03.2021) | Max. 25 Marks |
| | (a) Upto Rs. 4 Crores | 10 Marks |
| | (b) More than Rs. 4 crores and upto Rs. 6 crores | 15 Marks |
| | (c) More than Rs. 6 crores and upto Rs. 8 crores | 20 Marks |
| | (d) More than Rs. 8 crores | 25 Marks |
| (iii) | Number of Manpower on roll as on 31.08.2022 | Max. 25 Marks |
| | (a) Upto 200 Nos. | 10 Marks |
| | (b) More than 200 Nos. and upto 400 Nos. | 15 Marks |
| | (c) More than 400 Nos. and upto 800 Nos. | 20 Marks |
| | (d) More than 800 | 25 Marks |
| (iv) | Quality Certificate (valid as on 31.08.2022) | Max. 25 Marks |
| | (a) ISO Certification | 15 Marks |
| | (b) ISO Certification + OHSAS 18001 | 25 Marks |

NOTE : Bidder is required to submit supporting documents viz. Registration certificate, audited balance sheet, muster-roll certified by CA and copy of quality certificates (This is indicative list of documents). If no supporting document is submitted for any requirement, then zero mark will be given for same.

- 1.2.3 **A Bidder should secure mandatorily a minimum of 60% marks** (i.e. 60 marks out of total 100 marks as per para 1.2.2 in Technical Evaluation in order to be a qualified bidder **for being eligible for Technical weightage and subsequently for opening of their financial bid.**

Stage III- Financial evaluation of Bid

Financial Bid of only those bidders will be opened who mandatorily secure a minimum of 60% marks in Stage II of Bid Evaluation as mentioned above.

The total marks obtained by a Bidder in the technical bid (as per para 1.2.2) shall be allocated 70% of technical weightage and the financial bids shall be allocated 30% of the financial weightage, and thereby making a total of 100% weightage for the complete bidding.

Illustration 1 (for Technical Weightage)

If a Bidder has secured 80 marks out of the total 100 marks in technical evaluation after following para 1.2.2, his technical evaluation value shall be: 56 i.e. {80 x 70 / 100}

- 1.2.4 The Bidder shall be required to produce attested copies of the relevant documents in support of para 1.2.2 in addition to the other required documentary evidences for being considered during technical evaluation.
- 1.3 The bidder who qualified in the technical evaluation stage (Stage-II) shall only be called for opening of financial bids. IRCONISL shall intimate the bidders, the time/venue for the **financial Bid opening in written communication / online through e-procurement portal. The financial bids shall be opened online.**

2. FINANCIAL BID OPENING PROCEDURE

- 2.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders / their authorized representatives, who choose to be present at the time of opening of the financial bids.
- 2.2 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorization letter from their Companies and shall be asked to sign the Tender Opening Register.
- 2.3 Any bidder objecting to the same shall be disqualified.
- 2.4 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 2.4 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure as explained in para 3 below

3. FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

3.1 The financial evaluation shall be carried out and financial bids of all the bidders shall be given 30% of weightage.

3.2 The Bidder with the lowest bid Prices (L1) shall be assigned full 30 marks (i.e. 30% x 100) and his total scores of the bid shall be as per Illustration 2 below:

Illustration 2

If the Bidder at Illustration 1 is L-1 Bidder and quoted Rs. 100/- for being L-1, then his total value shall be 86 i.e. (56 Technical Value + 30 Financial Value)

3.3 The financial scores of the other bidders (i.e. L-2, L-3 ... and so on) shall be completed as under and as explained at Illustration 3 below:

30 x Lowest Value (L-1 Price)/Quoted Value (L-2 , L-3..... and so on)

Illustration 3

If the Bidder at Illustration 1 is L-2 Bidder and he quoted Rs. 125, therefore 30% being the weighted value, the financial scores for L-2 shall be computed as under:

30 x 100 (lowest price of L1)/125 (quoted price of L2) = 24 (financial score) Therefore, L-2 Bidder shall have total value of 80 (56 Technical Value + 24 Financial Value)

3.4 The Bidders ranking shall be arranged depending on the marks obtained by each of the bidder both in Technical Evaluation and Financial Evaluation.

3.5 The Bidder meeting the minimum eligibility criteria and with the **highest marks/rank** (i.e. the **total** of technical evaluation marks and financial evaluation marks) shall be deemed as the **successful Bidder** and shall be considered eligible L-1 Bidder for further process.

4.0 Confidentiality:

Information relating to the examination, clarification, evaluation, and recommendation for the selection of bids shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising IrconISL in relation to matters arising out of, or concerning the Selection Process. IrconISL shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. IrconISL 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 IrconISL or as may be required by law or in connection with any legal process.

5.0 Clarifications:

To facilitate evaluation of Proposals, IrconISL may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by IrconISL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

If a Bidder does not provide clarifications sought above within the specified time, its submitted Bid shall be liable to be rejected. In case the Bid is not rejected, IrconISL may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of IrconISL.

ANNEXURE – VI

(Ref. Clause 10 of Instructions to Tenderers at Page 19)

INTEGRITY PACT

General

This Agreement (hereinafter called the Integrity Pact) is made on -----day of the month of ----- 201..., between IrconISL (hereinafter called "IrconISL"), a government company under the Ministry of Railways, and M/s ----- (hereinafter called the "BIDDER")Description of Bidder.

The expressions "IrconISL" and "BIDDER" shall mean and include their respective legal representatives, successors in interest, and assigns and shall collectively be referred to as "the Parties" and individually as "the Party".

WHEREAS IrconISL intends to award, under laid down organizational procedures, contract(s) for (Name of the Tender/Work) (hereinafter referred to as the 'Contract').

WHEREAS IrconISL necessarily requires full compliance with all relevant laws of the land, rules, and regulations, economic use of resources, and fairness/transparency in relations with its Bidder(s) and/or Contractor(s).

WHEREAS In order to achieve these goals, IrconISL has appointed Independent External Monitors (IEMs), as detailed in Para 6 of this Pact, to monitor the entire tender process till the final completion of the contract for compliance with the Integrity Pact by all the parties concerned for all works covered in the Contract.

NOW, THEREFORE,

To Avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/prejudiced dealings prior to, during, and subsequent to the currency of the contract to be entered into,

To Enable IrconISL to obtain the desired works/stores/equipment at a competitive price in conformity with defined specifications by avoiding high cost and distortionary impact of corruption on public procurement, and

To Enable BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that IrconISL will commit to prevent corruption, in any form, by its officials by following transparent procedures

THE PARTIES HERE TO HEREBY AGREE TO ENTER INTO THIS INTEGRITY PACT AND AGREE AS FOLLOWS:

1. Scope

The Integrity Pact, in respect of the said contract, would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the BIDDERS and exclusion from future business dealings as specified in this Integrity Pact.

2.0 Commitments of IrconISL

- 2.1 No official of **IrconISL**, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, any benefit, or any other advantage from the BIDDERS, either for themselves or for any person, organization, or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting, or implementation process related to the contract.
- 2.2 **IrconISL** will, during the entire tender process stage, treat all BIDDERS with equity and reason. It will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 **IrconISL** shall obtain bids from only those party/parties who have been short-listed or pre-qualified or through a process of open advertisement / web publishing or any combination thereof.
- 2.4 In case any misconduct on the part of any official(s) of IrconISL is reported by the BIDDER to the Chief Executive officer of IrconISL with full and verifiable facts and the same is prima facie found to be correct by the Chief Executive officer of IrconISL, necessary disciplinary proceedings, or any other action as deemed fit, may be initiated by IrconISL and such a person shall be removed from further dealings related to the subject contract process. In such situations of misconduct, while an enquiry may stand initiated or may be going on, the progress of bidding, execution, etc. under the contract shall not be stalled.

3. Commitments of BIDDERS

- 3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means, and illegal activities during any stage of bid including pre-contract, contract, or post-contract stage. In particular the BIDDER undertakes to abide by the measures given in the following paragraphs.
- 3.2 The BIDDER will not offer, directly or through intermediaries, any bribe, benefit, or any other advantage like commission, fees, brokerage or inducement to any official of IrconISL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting, and implementation of the contract.
- 3.3 The BIDDER has not given, offered, or promised to give, directly or indirectly, any bribe or any benefit or other advantage like commission, fees, brokerage, or inducement to any official of IrconISL or their family members or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract.
- 3.4 The BIDDER will disclose the name and address of its agents and representatives, if any, in India and/or abroad.
- 3.5 The BIDDER will disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.6 The BIDDER further confirms and declares to IrconISL that the BIDDER has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate, or in any way to recommend to IrconISL or any of its functionaries, whether officially or unofficially, award of the contract to the BIDDER, nor has any amount been paid, promised, or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation, or recommendation.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the competition, transparency, fairness, and progress of the bidding process, bid evaluation, contracting, and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
- 3.9 The BIDDER will not use for purposes of competition or personal gain, or pass on to others, any information provided by IrconISL as part of the business relationship, regarding plans, technical proposals, and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from making any complaint, directly or through any other manner, without supporting it with full and verifiable facts. If the BIDDER submits frivolous or false complaint(s), it will be liable to attract sanctions as mentioned in Para 5 of this Pact.
- 3.11 The BIDDER will not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of IrconISL, or alternatively, if any relative of an officer of IrconISL has financial interest/stake in the BIDDER's firm, the same will be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 or any amendment thereto (**Annexure-A**).

- 3.13 The BIDDER will not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of IrconISL.
- 3.14 **All disclosures required under this Pact shall be included as Annexures/Appendices there to as an integral part of this Pact.**
- 3.15 If the BIDDER/Contractor is a partnership or a consortium, this Pact will be signed by all partners or consortium members.

4. **Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression has occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public-Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract and, if already awarded, can be liable to attract sanctions under this Pact.

5. **Sanctions for Violations**

- 5.1 Any breach of the provisions of this Pact by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle IrconISL to take all or any one of the following actions, wherever required: -

- 5.1.1 To disqualify the BIDDER in pre-award stage without assigning any reason and without any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.
 - 5.1.2 To take such actions/steps as per provisions made in the tender documents/contract, if contract already signed, without giving any compensation to the BIDDER.
 - 5.1.3 To debar the BIDDER from participating in future bidding processes as per IrconISL's policy on "Suspension/Banning of Business Dealings" with Agencies" (**Annexure-B**).
 - 5.1.4 To forfeit, either fully or partially, the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), without assigning any reason thereof.
- 5.2 IrconISL will also be entitled to take all or any of the actions mentioned under this Para 5 in the event of commission by the BIDDER, or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.
- 5.3 The decision of IrconISL to the effect that a breach of any provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER.
- 5.4 The BIDDER shall be liable to pay compensation for any loss or damage to IrconISL in the event of any action under this Para 5 and IrconISL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
6. **Independent External Monitors (IEMs)**
- 6.1 **IrconISL** has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission Names and Addresses of the IEMs are given below:
- 6.1.1 Shri T.M. Bhasin
Independent External Monitor (IEM)
C/o Chief Vigilance Officer,
Ircon International Limited
C-4 District Centre
Saket, New Delhi
Email Id: ie.reference@ircon.org
 - 6.1.2 Shri Bimal Julka
IAS (Retd)
D-419, Defence Colony
[New Delhi-110024](mailto:NewDelhi-110024)
Email : iem.reference@ircon.org
- 6.2 The task of IEMs shall be to review independently and objectively whether, and to what extent, the Parties comply with the obligations under this Pact.
- 6.3 The IEMs shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 6.4 Both the Parties accept that the IEMs would have a right to access, without restriction, to all Project documentation of IrconISL and the BIDDER upon request and demonstration of a valid interest by the IEMs. The same is also applicable to sub-contractors of the

BIDDER. The IEMs shall be under contractual obligation to treat the information and documents of all the parties with confidentiality.

6.5 In case of non-compliance of the provisions of the Integrity Pact, any complaint/non-compliance can be sent by an aggrieved party, giving specific details of non-compliance with supporting documents, to the designated Nodal Officer of IrconISL appointed by the CHAIRMAN. The Nodal Officer, after verification of the complaint, shall refer the complaint/non-compliance so received by him to the aforesaid IEM(s). Alternatively, as soon as the IEM notices a violation of this Pact, or has reason to believe that a violation has occurred, or had received a complaint, he will so inform the CHAIRMAN of IrconISL in the first instance.

6.6 The IEMs would then examine all complaints, other than anonymous/pseudonymous complaints, received by them and give their written report to the CHAIRMAN of IrconISL, within 6 weeks from the date of reference or intimation to him by IrconISL/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7. **Law and Place of Jurisdiction**

This Pact shall be applicable to all tenders invited and finalized in India. This Agreement is subject to Indian Law and the place and jurisdiction for resolving any issue shall be New Delhi.

8. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

9. **Validity**

9.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both IrconISL and the BIDDER including Defect Liability/Warranty period, whichever is later. In case BIDDER(s) is (are) unsuccessful, this Integrity Pact shall cease to be valid on the expiry of two months from the date of award of the contract.

9.2 Should any provision of this Pact turn out to be invalid, the remaining parts of this Pact shall remain unaffected which shall be honored and implemented by the Parties in its intent and spirit.

10. The Parties hereby sign this Integrity Pact at -----on-----

(Full name & Registered Office address)

For and on Behalf of
Ircon Infrastructure & Services Limited

Name of the Authorized Officer.
Designation

(SEAL)
Witness

For and on Behalf of
BIDDER (Full name of Bidder & regd.
address)

Name of the Authorized Officer
Designation

(SEAL)
Witness

1. _____

1. -----

2. -----

2. -----

LIST OF RELATIVES

Section 2(77) of the Companies Act, 2013
[Effective from 1st April, 2014]

“Relative”, with reference to any person, means anyone who is related to another, if

- (i) They are members of a Hindu Undivided Family;
- (ii) They are husband and wife; or
- (iii) One person is related to the other in such manner as may be prescribed;

List of Relatives in terms of Section 2 (77) [as prescribed under Rule 4 of Companies
(Specification of Definitions Details) Rules, 2014]

A person shall be deemed to be the relative of another, if he or she is related to another in the following manner, namely: -

1. Father:
Provided that the term “Father” includes step-father.
2. Mother:
Provided that the term “Mother” includes the step-mother.
3. Son:
Provided that the term “Son” includes the step-son.
4. Son's wife.
5. Daughter.
6. Daughter’s husband.
7. Brother:
Provided that the term “Brother” includes the step-brother;
8. Sister:
Provided that the term “Sister” includes the step-sister.

Procedure for Suspension/Banning of Business Dealings with agencies

PROCEDURE FOR SUSPENSION/BANNING OF BUSINESS DEALINGS

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1.0 Introduction

Ircon Infrastructure & Services Limited (A wholly owned subsidiary of Ircon International Limited, A Govt. of India Undertaking, under Ministry of Railways) was incorporated under the Companies Act, 1956 on 30th September, 2009. The Company has obtained a Certificate of Commencement of Business on 10th November 2009 from the office of Registrar of Companies.

The main objects of the company as enshrined in its Memorandum and Articles of Association are to undertake infrastructure projects; to carry on any infrastructure construction work on Build-Operate-Transfer (BOT), Build-Own-Operate-Transfer (BOOT), Build-Lease-Transfer (BLT), etc. or otherwise or any other scheme or project found suitable in and related to the field of infrastructure projects and other ancillary fields; planning, designing, development, improvement, commissioning, operation, maintenance, etc. in the field of construction of infrastructure of Multi-Functional Complexes (MFCs), etc. to provide facilities and amenities to users of Indian Railway System; and all matters in the field of real estate and allied areas to make use of the opportunities that may arise. This includes providing project management, quality management, safety, health and environment related consultancy services to clients.

1.2 This procedure shall be applicable for effecting suspension/banning of business dealings with Agencies working for IrconISL. It is incumbent upon IrconISL to ensure compliance with the laws and principles of natural justice for banning the business dealings with any Agency. After issue of the Ban order for dealings in IRCONISL the Management may consider whether or not to refer the matter to the Indian Railways to consider imposition of similar ban by Indian Railways.

1.3 Since banning of business dealings involves severe consequences for the Agency concerned, it is essential that an adequate opportunity is provided to the Agency to present its case and any explanation, if tendered, is properly considered. If necessary, a personal hearing may be given to the Agency, before passing an order of banning based on the facts and circumstances of the case on record.

2 Scope

2.1 The procedure for (i) Suspension and (ii) Banning of Business Dealings with Agencies, is laid down in these guidelines.

2.2 It is clarified that these guidelines do not cover the process for declaring an Agency as “Non-Performer” for which instructions have been issued separately.

2.3 The suspension / banning shall be with prospective effect, i.e., it will affect future business dealings only.

3 Definitions

3.1 In these Guidelines, unless the context otherwise requires:

- i) 'Agency' means a 'Bidder/Contractor/Supplier/Consultant'
- ii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - a) 'Competent Authority' shall be the concerned CEO of IrconISL and
 - b) 'Appellate Authority' shall be CHAIRMAN, IrconISL

Note: 'Competent Authority' and 'Appellate Authority' shall not be the same person.

- i) 'Investigating Agency' shall include Central Vigilance Commission (CVC), the Vigilance Departments of IrconISL/Ministry of Railways, Central Bureau of

Investigation, or any Central/State Government Department having powers to investigate into the propriety of working of the Agency for IrconISL.

- ii) Other Terms used in this Circular shall have the same meaning as assigned to them in Clause 1102 of Chapter-XI of Vigilance Manual of Indian Railways.

4 Grounds on which Suspension/Banning of Business Dealings can be initiated:

- 4.1 For security considerations, including suspected disloyalty of the Agency to the State or IrconISL, as the case warrants;
- 4.2 If any Director/Owner/Proprietor or partner of the Agency, is convicted by a Court of Law for an offence involving moral turpitude in relation to its business dealings with IrconISL, any Government Department/ Ministry or any other Public-Sector Enterprise.
- 4.3 If there is strong justification for believing that any Director, Proprietor, Partner, owner of the Agency has been guilty of malpractices, such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.
- 4.4 If the Agency engages a public servant dismissed/removed from service on account of corruption or employs a person convicted for an offence involving corruption, moral turpitude or abetment of such offence; in a position where he could corrupt government servants.
- 4.5 If the Agency has resorted to corrupt, fraudulent malpractices including misrepresentation of facts;
- 4.6 If the Agency uses intimidation/threats or brings outside pressure on the Company (IrconISL) or/on its officials in acceptance of Tender or performance of the job under the contract;
- 4.7 Based on the findings of the investigation report of the Investigating Department against the Agency that it has resorted to mala-fide/ unlawful acts or improper conduct on its part in matters relating to IrconISL, any Government Ministry/Department or any other PSU;
- 4.8 If the Agency has submitted a false or wrong Affidavit along with its bid with regard to the credentials of the firm or misrepresented/ manipulated the facts in regard to or in connection with any bid submitted to IrconISL.
- 4.9 Established litigant nature of the Agency to derive undue or benefit.
- 4.10 If the Agency misuses the premises or facilities of the IrconISL, forcefully occupies or damages the IrconISL's properties including land, water, resources, forests / trees or tampers with documents / records etc.
- 4.11 If the business dealings with the agency have been banned by the Ministry of Railways.

(Note: The above grounds are illustrative only and not exhaustive. The Competent Authority may decide to suspend/ban business dealings for any other reasonable cause and sufficient reason)

5 Initiation of Suspension/Banning:

5.1 Suspension of Business dealing

- 5.1.1 Action for suspension may be initiated by the Chief Executive Officer /IrconISL on receipt of a report from the Project head/Functional head/ Investigating Department and if it is considered that allegations are of a serious nature, which may warrant banning of business dealings with the Agency. The report should also bring out whether pending banning of business proceedings it would be in the interest of IrconISL to enter into fresh business dealings with the Agency or order immediate suspension of further business dealings with the Agency. The Chief Executive Officer shall submit his report to the Competent Authority.
- 5.1.2 As far as possible, the existing contract(s) with the Agency may be continued unless the Competent Authority, having regard to the circumstances of the case decides otherwise in the interest of IrconISL.
- 5.1.3 If the Competent Authority, after consideration of the matter, including the recommendations of the Investigating Department/report of the Chief Executive Officer, decides that it would not be in the interest of IrconISL to enter into business dealings with the Agency pending investigations, he may order suspension of business dealings with the Agency.
- 5.1.4 The Investigating Department may be advised to complete their investigations and submit a final report within a period of three months.
- 5.1.5 The order of suspension of business dealings would not remain effective for a period beyond three months from the date of the issue of the suspension order unless show cause notice for banning of business is issued to the Agency within this period. However, if the final investigation report is not received within this period, the Competent Authority may extend the period of suspension by another three months, during which period the show cause notice must be issued. Once the show cause notice is issued the suspension order will continue till decision by Competent Authority.
- 5.1.6 In case of suspension the Agency must be informed immediately of the suspension order with brief charges under investigation. It is not necessary to enter into correspondence with or offer explanations to the Agency at this stage.
- 5.1.7 The order of suspension can be issued without giving any show cause notice or personal hearing to the Agency. However, the suspension cannot be continued for an indefinite period, unless a show-cause notice for banning of business is issued within 6 (six) months, the period of suspension will either be extended or the suspension shall be revoked.

5.2 Banning of Business Dealings

- 5.2.1 A decision to ban business dealings with any Agency shall normally apply throughout IrconISL. However, the Competent Authority can impose such a ban project/region wise only if in the particular case banning of business dealings in respective project/region will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct / default. Any ban imposed by Corporate Office shall be applicable across all Units of IrconISL.
- 5.2.2 **An Investigating committee consisting of Chief Executive Officer-IrconISL, Chief Finance Officer -IrconISL and an officer nominated by Competent Authority**

shall look into the charge(s) against the agency. The functions of the committee shall, inter-alia include:

- i. To study the report of the project head/Functional head / Investigation agency and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
 - ii. To recommend for issue of show-cause notice to the Agency by the competent authority as per clause 5.2.3.
 - iii. To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - iv. To submit final recommendations to the Competent Authority for banning or otherwise.
- 5.2.3 On receipt of the report of the Investigating Committee if the Competent Authority is prima-facie of the view that action for banning of business dealings with the Agency is called for, a show-cause notice may be issued to the Agency after approval by the Competent Authority.
- 5.2.4 The show cause notice, duly approved by the Competent Authority, may be issued by Regd. A.D./Speed Post by concerned Chief Executive Officer in charge of the project along with a statement containing the imputation of misconduct or malpractice and the Agency should be asked to submit its written explanation or statement in defense within 30 days of the date of notice. If no reply is received, a decision may be taken ex-parte by the Investigating Committee based on facts and evidence on record.
- 5.2.5 If the Agency requests for inspection of any relevant document mentioned in the show cause notice in possession of IrconISL, the facility for inspection of such documents may be provided.
- 5.2.6 After considering the reply of the Agency and other circumstances and the recommendation of the investigating committee, a final decision shall be taken by the Competent Authority, if considered necessary after giving an opportunity for personal hearing to the Agency. The Competent Authority may then consider and pass an appropriate speaking order:
- a) Exonerating the Agency, if the charges are not established;
 - b) Banning the business dealings with the Agency along with the period for which the ban would be operative, if the charges are proved.
 - c) Whether or not to refer the matter to the Indian Railways to consider imposition of similar ban by Indian Railways.
- 5.2.7 The order for banning of business dealings by all units of IrconISL shall be applicable to the Agency including its allied firms as defined in Para 1102 of IR Vigilance Manual.
- 5.2.8 Decision of Competent Authority will be intimated to the concerned Chief Executive Officer, who will convey the same to the delinquent Agency and its allied firms and circulate it to the corporate office and all Project head / Functional head for applying these orders uniformly in IrconISL. The reasons may not be disclosed in such communications. However, the fact that the representation has been considered should invariably be mentioned in the communication.

5.2.9 The validity of the banning order shall be for a specified time period, on expiry of which, the banning order shall cease to operate, unless extended further by competent authority.

6 Appeal against the Decision of the Competent Authority:

6.1 The Agency may file an appeal against the order of the Competent Authority for suspension continuing beyond six months or order of banning business dealings with the Agency. The appeal shall lie with the Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning of business dealings or order of continuance of suspension order beyond six months.

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

If the decision of the Competent Authority is modified by the Appellate Authority the same will be intimated by concerned Chief Executive Officer to the delinquent agency and its allied firm and circulates it with advice to all Project Heads and Corporate Office of IrconISL.

This procedure order is issued with the approval of CHAIRMAN/IrconISL.

P.S.: Where CEO is not dealing with the case of a particular contract (or), the same action may be taken by the Coordinating GM or any other officer made in-charge for the work.

ANNEXURE – VII

(Ref. Clause 6.1 of ITT at page 17, Clause sub-clause D. 15.1 of ITT at Page 20)

CHECK LIST for list of documents duly page numbered, signed, stamped by authorized signatory of the Bidder to be scanned, uploaded (in PDF/ JPG format such that file size is not more than 5 MB) with the e-tender and submitted online not later than the prescribed date and time for e-bid submission:

1. Forwarding Letter of the bidder
2. Form of Bid
3. Details of similar works completed in last seven years (**Format - 1**).
4. Annual Turnover for the last three years with supporting documents (**Format - 2**).
5. Programme for deployment of man power (**Format - 3**).
6. Programme for deployment of Plant and Machinery on the project (**Format - 4**).
7. Attested copies of the constitution of its firm such as Partnership Deed, Memorandum and Articles of Association, etc.
8. GSTIN
9. ISO 9001-2008 certificate (if any).
10. Schedule of start and completion of work in the form of Bar Chart.
11. Methodology for execution of works.
12. Proof of transaction towards payment of Cost of Tender Document/ Earnest Money through NEFT or RTGS and copy of Earnest Money Deposit of requisite amount in the prescribed form.
13. **Power of Attorney** duly attested by Notary Public in favour of the person signing the e-bidding documents digitally as well as manually.
14. Bankers' details (name of bank and branch) along with bidder's own bank details (Account No., Name of Account Holder, NEFT/RTGS details) as per Format given in **Annexure-I**).
15. Affidavit (as per Format given in **Annexure-IV**)
16. Scanned copy of EMD in prescribed form. (Refer Clause No. 9.0 of Instructions to Tenderers)
17. Any other details sought through ITT.
 - (a) Submission of document in proof of no. of years in Facility Management Services
 - (b) Submission of document in proof of no. of manpower available in Facility Management Services
 - (c) Submission of ISO Certificate OHSAS 18001 (if any)

Note:

- i) Submission of Earnest Money Deposit in original in the form of Pay Order/DD/FDR/BG as referred in clause no. 9.0 of 'Instructions to Tenderers.
- ii) Financial bid submitted by any bidder in physical form shall not be considered and the same will be left un-opened.
- iii) Hard copy of above documents in original must be presented to IRCONISL, if requested so, either during the process of finalization or after finalization of the tender.

FORMAT-1
(Ref. Sr. No. 3. of Annexure-VII to Instructions to Tenderers at Page 46)
DETAILS OF SIMILAR WORKS COMPLETED IN LAST SEVEN YEARS

| S. No. | Description of the Work | Name and address of the Employer | Contract No. and date | Date of award of work | Stipulated date of completion | Date of actual completion | Value of completed work (In Lacs of Rs.) | Reasons for delays, if any | Penalty, if any, imposed for delay | Any other relevant information | Remarks |
|--------|-------------------------|----------------------------------|-----------------------|-----------------------|-------------------------------|---------------------------|------------------------------------------|----------------------------|------------------------------------|--------------------------------|---------|
| 1 | | | | | | | | | | | |
| 2 | | | | | | | | | | | |
| 3 | | | | | | | | | | | |
| 4 | | | | | | | | | | | |
| 5 | | | | | | | | | | | |
| 6 | | | | | | | | | | | |

Note:

1. Please attach copies of the certificates issued by the Client.
2. Only those works shall be considered for evaluation for which copies of the certificates issued by the client are attached.

| FORMAT-2 | | | | |
|---------------------------------------------------------------------------------|-------------|------------------------------------------------------------------------------|--------------------------------------------------------|----------------|
| (Ref. Sr. No. 4 of Annexure-VII to Instructions to Tenderers at Page 46) | | | | |
| ANNUAL TURNOVERS FOR THE LAST THREE YEARS | | | | |
| S. No. | YEAR | Turnover from Facility Management Services works (In lacs of Rs.) | Turnover from all sources (In lacs of Rs.) | Remarks |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

Note:

1. Please attach certified/attested copies of the latest ITCC and/or Profit and Loss Account statement to support the information furnished.
2. Certified Copy of Chartered Accountant showing turn-over. **Certificate must be supported by UDIN Number.**

| FORMAT-3 (Ref. Sr. No. 5. of Annexure-VII to ITT at Page 46 of Instructions to Tenderers) PROGRAMME FOR DEPLOYMENT OF MAN POWER | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------------|--------------------|------------------------------------|---------------------------------|
| S. No. | Name | Qualification | Designation | Total Experience (in years) | Programme for Deployment |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |

ANNEXURE-VIII

BANK GUARANTEE FOR ADVANCE PAYMENT

(To be executed on a non-judicial stamp paper of Rs.100/-only

To

Ircon Infrastructure & Services Limited,

[Acting through (Tender Inviting Authority) & Address]

_____ [name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of contract, Sub-Clause ____ (“Advance Payment”) of the above-mentioned contract, _____ [name and address of the Contractor] (hereinafter called “the Contractor”) shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of Guarantee], _____ [amount in words].

We, the _____ [name of bank], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to **Ircon Infrastructure & Services Limited**, on their first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding _____ [amount of Guarantee], _____ [amount in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between **Ircon Infrastructure & Services Limited**, and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract up to _____ until **Ircon Infrastructure & Services Limited**, receives/recovers full repayment of advance along with interest accrued thereon from the Contractor).

We, the Bank further agree that this guarantee shall be invocable at our place of business at New Delhi/NCR (indicate detail address of branch with code no). *The branch at New Delhi/NCR is being advised accordingly.

The Bank Guarantee shall be operative only if it is accompanied by a separate advice sent by (Name of issuing bank, with address) on..... (Name of Employer’s bank, with address) IFSC CODE..... through structured financial messaging system (SFMS) and authenticated by the Employer’s bank.

Yours truly,

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank: _____
Address: _____
Date: _____

*. The bank should indicate detailed address of New Delhi/NCR branch along with its code no.

ANNEXURE-IX

(Ref. Sub-clause 9.1(c) of Instructions to Tenderers at Page 17-19)

(To be executed on a non-judicial stamp paper of Rs.100/- only)

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(Tender Notice No. and date)

Ref: (Bank Guarantee No. and Date)

To

Ircon Infrastructure & Services Limited,

[Acting through _____ (Tender Inviting Authority) & Address]

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") intends to submit his bid dated _____ (date) for _____ [name of work] (hereinafter called "the Bid").

1. *KNOW ALL PEOPLE* by these presents that We _____ [name of bank] of _____ (name of country) having our registered office at _____ (hereinafter called "the Bank") are bound unto **Ircon Infrastructure & Services Limited** (hereinafter called "the Employer") in the sum of ` _____ * [amount of Guarantee], _____ [amount in words] for which payment well and truly to be made **Ircon Infrastructure & Services Limited** The Bank binds itself, its successors and assigns by these presents with the Common Seal of the Bank this _____ day of _____ 20__ and undertake to pay to the Employer up to the above amount upon receipt of their first written demand, without **Ircon Infrastructure & Services Limited** having to substantiate their demand.

The CONDITIONS of this obligation are:

- (i) If the bidder withdraws his tender during the period of tender validity specified in the tender or extended validity period as agreed to in writing by the tenderer;
or
 - (ii) If the successful tenderer having been notified of the acceptance of his tender by **Ircon Infrastructure & Services Limited** during the period of Bid validity:
 - (a) fails to sign the Contract Agreement in accordance with the terms of the tender; or
 - (b) fails to furnish the Performance Guarantee in accordance with the terms of the tender; or
 - (c) fails to commence the work within the time period stipulated in the tender.
2. We, the _____ [name of bank], and our local branch at New Delhi (Indicate detail address of local New Delhi branch with Code No.), undertake to **Ircon Infrastructure & Services Limited** up to the above amount upon receipt of their first written demand, without **Ircon Infrastructure & Services Limited** having to substantiate their demand, **PROVIDED THAT** in their **Ircon Infrastructure & Services Limited**, will note that the amount claimed by

them is due to them owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

- 3 This guarantee will remain valid and in full effect up to and including the date _____
**. Any demand in respect of this Guarantee should reach the Bank not later than the above date.
4. We, the _____ Bank further agree that this guarantee shall be invocable at our place of business at New Delhi/NCR (Indicate detail address of branch with Code No.)
***. The branch at New Delhi/NCR is being advised accordingly.
5. The Bank Guarantee shall be operative only if it is accompanied by a separate advice sent by (Name of issuing bank, with address) on..... (Name of Employer's bank, with address) IFSC CODE..... through structured financial messaging system (SFMS) and authenticated by the Employer's bank.

DATE _____ SIGNATURE OF THE BANK _____

SEAL _____

WITNESS _____

[Signature, name and address]

- *. The Bank should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as mentioned in the Tender Notice named on top.
- **. Date to be filled in keeping a margin of minimum 180 days after the last date for submission of Bids as stated in the "Notice Inviting Tenders" or as executed **Ircon Infrastructure & Services Limited**, (through corrigenda).
- ***. The Bank should indicate detailed address of New Delhi/NCR branch along with its Code No.

ANNEXURE-X
(Refer Clause 1.2 of ITT Page 14)

**Format for Power of Attorney for signing of
BID**

Know all men by these presents, We.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms (name), son/daughter/wife of.....and presently residing at.....,who is presently employed with us/the Lead Member of our Joint Venture and holding the position of.....,as our true and lawful attorney (here in after referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the **"Providing Facility Management Services and Operation cum Comprehensive Maintenance of Building related services for existing & new State of the Art Office complex of Department of Science and Technology, New Mehrauli Road, New Delhi"** but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/or upon award there of to us and/or until the entering into the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE,....., THE ABOVE- NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF..... 2.....

For.....
..... (Signature, name, designation and address) of person authorized by Board Resolution in case of Firm/ Company)/ partner in case of Partnership firm

Witnesses:

1. (Notarised)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Person identified by me/ personally appeared before me/ Attested/ Authenticated*
(*Notary to specify as applicable) (Signature
Name and Address of the Notary)

Seal of the Notary
Registration No. of the Notary
Date:.....

SECTION-IV
APPENDIX TO TENDER

APPENDIX TO TENDER

| <u>DESCRIPTION</u> | Reference Clause |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <u>Name of Work: -</u> Providing Facility Management Services and Operation cum Comprehensive Maintenance of Building related services for Existing S&T Block-I & Newly constructed Phase-I of the State-of-the-Art Office complex of Department of Science and Technology, New Mehrauli Road, New Delhi | 1.1 of Instructions to e-Tenderers |
| <u>Place of Registration</u> | 1.2 (a) of Instructions to e-Tenderers |
| <u>Client/Principal Employer/Owner: -</u> Department of Science & Technology, New Mehrauli Road, New Delhi | 1.4 (a) of Instructions to e-Tenderers |
| <u>Employer: -</u> Ircan Infrastructure & Services Limited, 2 nd Floor, B-40A, Sector-1, Noida-201301, Gautam Buddha Nagar, Uttar Pradesh, Phone No: 0120-2970406. | 1.4 (b) of Instructions to e-Tenderers |
| <u>Scope of Work: -</u> As indicated in Special Conditions of Contract in Section-V of tender document. | 1.0 of Special Conditions of Contract |
| <u>Approximate Estimated Cost of the Work: -</u> Rs. 12,70,74,176/- (including GST @ 18%) | 1.0 of Notice Inviting e-Tender |
| <u>Amount of Earnest Money and in case EMD is submitted in the form of Pay Order/Demand Draft, the same shall be payable at New Delhi</u> Rs. 12,35,000/- | 1.0 of Instructions to e-Tenderers |
| <u>Period of Validity of Tender: -</u> 90 days. | 17.0 of Notice Inviting e-tender |
| <u>Operation & Maintenance Period: -</u> 03 (three) Years after issue of LOA | 1.2.1 & 3.0 of Special Conditions of Contract |

SECTION-V

Special Conditions of Contract

Special Condition of Contract

Department of Science and Technology intends to execute the work of **“Providing Facility Management Services and Operation cum Comprehensive Maintenance of Building related services for Existing S&T Block-I & Newly constructed Phase-I of the State-of-the-Art Office complex of Department of Science and Technology, New Mehrauli Road, New Delhi”** through IRCONISL as Project Management Consultant.

Definitions: - **“O &M”** here refers to work afore said mentioned.
“Agency” means the Contractor to whom work is awarded
“DST” means the client “Department of Science & Technology”
“Principal Employer” is “Department of Science & Technology”
“IRCONISL” means the Project Management Consultant “Ircon Infrastructure & Services Limited”

ORDER OF PRIORITY OF CONTRACT DOCUMENTS

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- 1) Agreement
- 2) Letter of Acceptance of Tender
- 3) Notice Inviting Tender
- 4) Instructions to the Tenderers
- 5) Appendix to Tender
- 6) Form of Bid
- 7) Special Conditions of the Contract
- 8) General Conditions of Contract
- 9) Technical Specifications
- 10) Relevant Codes & Standards
- 11) Drawings
- 12) Bill of Quantities

1 SCOPE OF WORK

1.1 BRIEF SCOPE OF WORK

includes following areas but not limited to:

- (a) To carry out the whole work of **“Providing Facility Management Services and Operation cum Comprehensive Maintenance of Building related services for Existing S&T Block-I & Newly constructed Phase-I of the State-of-the-Art Office complex of Department of Science and Technology, New Mehrauli Road, New Delhi”**
- (b) The brief scope of work shall be maintenance, operation, upkeep etc. of Technology Bhawan, DST premises from **gate-to-gate except security cover of the campus and operation of Departmental Canteen.**
- (c) Agency shall maintain the said Premises i.e. DST’s premises at Technology Bhawan, New Delhi as per terms & conditions of this Contract. The following services are covered in the scope of this work:
 - c.1 Repair & maintenance/ special repair of Civil Works including building, roads, hard standings, paths, drive ways, parking space(s), security wall, storm drains, rain water harvesting including recharge pits, sewer lines, water supply lines, Sewage Treatment Plant (STP), plumbing, sanitary/ pantry fitting/ fixtures, furniture items, and/ or other structures within the said **Premises** and other related items etc.

- c.2 Operation & Maintenance/ special repair of internal & external electrical installations (HT & LT) including lighting, fitting & fixtures, fans, wiring, lightning protection etc.
- c.3 Operation & Maintenance/ special repair of Specialized E&M equipment including IT/ VC equipment, Building Management System (BMS), CCTV and other security equipment, Fire Fighting Systems, Fire Extinguishers, Fire Alarm System, Fire Prevention and Smoke Detector Systems, Wet Riser HVAC System including all standalone air-conditioner units installed in Technology Bhawan, Water Supply and Sewage Treatment System (Pumps etc.), DG Sets & Control Panels, Lifts, Electric Sub-station & Electric Supply distribution system, Transformers, HT Panels, Public Address System, Access Control Systems, Audio/ Video Systems, LAN Systems, UPS systems, internet and Wi-Fi Systems, Intercom/ Telephone Systems, Televisions and DTH/ cable connections, refrigerators, Ovens, Solar Power Equipment, Canteen equipment operatable by elect. power etc.
- c.4 Mechanized/ Manual Housekeeping including ancillary & auxiliary works, Pest Control Services, Bee Control Services, Termite Control Services (Spot Treatment/Drilling Treatment -for termite control) etc.
- c.5 Maintenance of gardens/ parks/ lawns, horticulture landscaping and other connected horticulture works within and near boundary wall of the said **Premises** etc.
- c.6 The services like power back-up shall be provided round the clock in the said **Premises** and the expenditure incurred on consumption of fuel/ consumables etc. shall be reimbursed on actual basis by IRCONISL to the agency. However, services like Lift shall be provided from 8.00 AM to 8.00 PM on 6 (six) working days per week basis (excluding Holidays on Central **Government** Pattern as applicable). In case the Operation & Maintenance Services are provided on the requirement of the **DST** specifically on Holidays or after regular office hours duly informed by DST/IRCONISL to Agency in writing or orally, no extra charges shall be payable for the same.
- c.7 Any other work not covered in the scope of this **Agreement** shall be carried out separately by **Agency**. The estimate for the same shall be submitted separately by the Agency to IRCONISL and such works shall be taken up by Agency after **approval** of the same by IRCONISL/DST and Agency is bound by this clause and will be paid accordingly.
- c.8 Buildings/blocks mentioned in clause 1.2.2 is to be deemed as part of this tender, if IRCONISL and DST jointly agrees to give an additional block/building to agency then after mutually consent of agency it shall be given to agency after negotiation of rates with agency after consultation with IRCONISL/DST.
- (d) Work shall be executed as per code(s) of practice of Bureau of Indian Standard (BIS), General Specification of CPWD and best workmanship as per general engineering practice prevailing in the field.
- (e) The maintenance complaints/ problems shall be attended on priority within a reasonable time as decided by the IRCONISL/DST. Operation & Maintenance of the **Premises** shall be done to maintain the Green Building ratings.
- (f) Following systems for complaint monitoring shall be put in place by Agency:

Online Complaint Monitoring System

For awareness of IRCONISL/DST about number of complaints attended/ to be attended by **Agency**, a system of maintaining records of complaints through online registering & monitoring will be kept in office of IRCONISL. The complaints registered, can be viewed online by the authorized representative of IRCONISL/DST at each floor/ Reception office of the building in which users of services can lodge the complaints. The complaints can also be sent by users of the building through e-mail/Telephone to site office of Agency. It shall be responsibility of Agency to register the complaints received by email/ Telephone frequently. The complaints so received by any mode shall be recorded by Agency online with date & time of receipt of complaint, description of complaint, name of official deployed for attending the complaint, date & time of attending & rectifying the complaint and email/SMS alert shall be generated to all the officers concerned. After attending the complaints & rectifying the same, email/SMS alerts will again be generated with date & time of

closure of the complaint. The status of complaints registered/rectified shall also be visible on mobile phone. The Complaint Management System will be implemented through IT tools & monthly MIS reports shall be generated by Agency which may be enclosed with the monthly bills. The MIS so prepared shall apprise the DST about nature of complaint & time of rectification etc. **Such an online system/software is to be developed by Agency on its own cost within three months from date of issue of LOA to agency. Nothing shall be paid extra on account of this. Agency has to provide the Accessibility of the software to IRCONISL and DST.**

Manual Complaint Book

Till the time all users get used to the online complaint monitoring system; **Agency** shall maintain a complaint book in the maintenance office and all the complaints will be got entered in the said book which shall periodically be seen by the officers/staff of **IRCONISL** and their remarks will be appended on the same. The complaint book can also be periodically checked by the designated officer of DST.

- (g) Agency shall be responsible for proper maintenance of the said whole premises. Agency shall get the said maintenance executed, on behalf of the **IRCONISL/DST**.
- (h) Agency will intimate the labour strength/Staff deployed by it on various services to the **IRCONISL/DST**. Further, the said staff shall be assessed by **IRCONISL** periodically. However, all statutory obligations against Labour Laws will be taken care of by agency. The minimum wages notified by the 'appropriate Government' as defined in Section-2(d) of The Code on Wages 2019 as applicable, shall be paid to all the contractual workers engaged by agency.
- (i) It is sole responsibility of the Agency to follow the labour laws which are notified from time to time by concerned Government authorities.
- (j) It is mandatory to give/pay the minimum wages to his labour/staff as notified by the 'appropriate Government' as defined in Section-2(d) of The Code on Wages 2019. It is solely responsibility of the Agency to strictly adhere the rules.
- (k) In compliance of D.O. letter No. SD-12/1/2021-US (ECO DIV) dated 12.2.2021 from Secretary, Ministry of Skill Development & Entrepreneurship, wherever skilled workers are required to be engaged, Agency shall engage only **certified** skilled workers and follow the instructions circulated from Ministry of Skill Development & Entrepreneurship time to time.
- (l) **Agency must clean the façade of all existing buildings of DST (including internal courtyard) one time only per year. Nothing shall be paid extra on this account. In case IRCONISL/DST desires to clean façade more than one time per year, then agency has to clean the façade as per accepted rates in BOQ of subject work.**
- (m) Agency shall deploy the required work force and material as proposed in Tender document, which will form part of the tender. The said work force and material will be used for the comprehensive maintenance and repair of civil & electrical works, horticulture and housekeeping services including pest control, Bee Control Services, Termite Control Services (Spot Treatment/Drilling Treatment -for termite control) etc., façade cleaning, etc. in the premises of DST.
- (n) Agency shall be wholly responsible for any observations/ comments/ defects pointed out by **CTE/ CVC/ C&AG/ Audit Party of CGA** in the subject **O&M Works**.
- (o) Agency shall ensure the operation of all services like lift, pumps and water supply, power back-up, HVAC, Fire Detection, Fire Fighting, Electric Sub-Station etc. subject to minimum interruption due to mechanical defect and /or electric failure besides Mechanized Housekeeping, Horticulture & Landscaping work etc. In the event of any mechanical defect and/ or electric failure, agency shall make all necessary efforts to rectify the same at the earliest. In case, any of the O&M service specified above is not likely to be resumed within the specified time schedule due to reasons beyond control of the Agency, the same shall be brought to the notice of the **IRCONISL/DST** within **24 hours** along with justification for delay to their satisfaction, failing which, necessary provision already incorporated in the tender shall be invoked.

- (p) The agency shall be paid for the repair or replacement of parts with respect to physical damage or loss caused by the DST and/ or its agents or representatives or guests and any replacement costs or major repair required after expiration of warranty period or service life of all the material (i.e. equipment, furniture & fixtures etc.) installed in the premises of DST. However; Agency shall be wholly responsible for the mal-operation of equipment by either its staff or employees of its engaged agencies or sub-Contractors and in such cases, Agency has to rectify the equipment or replace at its own expense, if equipment becomes beyond repair, at their cost in the specified time schedule. The time allowed in such case by the designated officer of the DST/IRCONISL shall be treated as final.
- (q) All men and material shall be arranged by agency. Agency has to supply the material to DST site at his own cost. Transportation of any kind of material will be in the scope of Agency only. Nothing extra other than the quoted rate shall be paid by IRCONISL/DST.
- (r) The work shall be executed to the highest standards using **best quality material** as approved by IRCONISL/DST.
- (s) Prior to the submission of bid, the bidder is advised to inspect and be fully conversant with the existing infrastructure at project site including availability/laying of cables, equipment's, space requirement. All necessary accessories/ items/ tools & tackles etc. required for completion of work shall be incidental to the work and nothing extra other than quoted rates shall be payable.
- (t) The Agency shall be responsible for securing necessary approvals from local bodies and/ or statutory authorities for maintenance works in agency's scope of work. Further, if so required by the Agency, IRCONISL/DST will assist the Agency to the extent of writing letters to local bodies and/ or statutory authorities for the purpose of acquiring the necessary approvals.
- (u) DST or any person authorized by them may inspect and check **O&M Works** from time to time. If during such inspections, any defect or variation without any written request of the IRCONISL/DST are found, the same shall be rectified by the Agency. However, IRCONISL supervision/inspection shall be done 24*7*365 and agency is bound to get the rectification as proposed/suggested by IRCONISL officer/staff.
- (v) Equipment (s), Material, Tools & Plants, Machineries and other resources used for the aforesaid work shall be in the scope of the work of the agency All other actual expenditure and overheads as required for smooth execution of the work shall be in the scope of work. Nothing extra shall be paid on account of this.
- (w) Hire charges of any equipment/ Plant & Machinery/ Supply Chain Viability (SCV) provided by Agency from its own resources or alternatively hired through an agency for proper functioning of the services & maintenance office will be borne by the agency.
- (x) All other contingent expenditure not specifically stated above but is required to be incurred for smooth functioning of maintenance works shall be in the scope of work. Nothing extra shall be paid in this regard.
- (y) Daily cleaning, sweeping, mopping and wiping (with Phenyl) of all floors, staircase and railing including washrooms etc. to be done simultaneously using refined or better gadgets including working days of DST or as per requirement of DST/IRCONISL. Also dusting of all equipment's/furniture including workstations, cabin, ducts, windows, washbasins, urinals, WC etc. Cleaning activity shall start at the earliest in the morning so as to complete all dusting/cleaning/mopping work before office timings.
- (z) All the area of DST Premises is to be cleaned, sweep, mop including cleaning and dusting/brooming of roads, pavements, entire furniture, partitions, wooden/aluminum cabin walls, railing, doors, windows, plain glass (both side), curtains/blinds, racks, sofas, computers, telephones, wall mounted/exhaust fans etc. daily with dry/wet cloth, feather brush and duster.

- (aa) Cleaning of duct, sewer Manholes, Water Tanks, Septic tanks (if any), Solar panel, sewage sump, STP including sewer line as and when required basis.
- (bb) Cleaning of sewer manholes and cleaning of waste pipes/soil pipes of toilet and pantry as & when required. Collection of trash/waste to be done in covered and wheeled containers or as instructed and the same to be dumped as instructed as per Government of NCT of Delhi (GNCTD)/MCD norms.
- (cc) Removal of waste paper, garbage from dustbin in plastic bags, removal of waste from Canteen , carrying of garbage in trolley with high quality rubber wheels. No garbage will be left in the office & Canteen overnight.
- (dd) Cleaning of fans, poster, switches, panels, pipes, ceiling web cleaning, drawers, cabinets and all other office devices as required and as per instructions of IRCONISL/DST.
- (ee) Removal and disposal of dead animals like rodents /plants/weeds/dry leaves etc. and removal of honeycomb of bees etc.
- (ff) Agency shall arrange his own transportation for cleaning and maintenance.
- (gg) Agency shall accumulate & dispose of waste paper/Electronic defective parts through auctioning as decided by IRCONISL/DST.
- (hh) Agency shall buy back the replaced items during maintenance as decided by IRCONISL/DST.
- (ii) Washing of office towels & Dry cleaning of National Flag, Vertical Blinds, Chairs , Carpets etc. is included in scope of work of the agency & no extra cost will be paid to agency in this head. In case the item is to be taken out of premises of DST, proper records are to be maintained in log book for outgoing/incoming materials.

1.2 Detailed scope of work

1.2.1 The scope of work shall comprise of following but not limited to:

- a) **Operation work for Three Years for newly constructed Phase-I (i.e. Block-1, 2 & 3) and Existing Admin Block (S&T Block-1), nearby CISF block, post office & bank, STP, ESS, External areas such as road, pathways, landscaping, horticulture etc. -**
 - O&M of DST Premises including Block-1, Block -2, Block -3 and Existing Admin Block, STP, ESS, External areas (including nearby CISF block, post office & bank) including housekeeping work etc.
 - Housekeeping works including housekeeper, supervisor etc. and consumables & equipment's on regular basis at building area and external areas.
 - UG Tanks
 - Sub station area, HT / LT Room
 - Guard Rooms
 - HT & LT power supplies and Distributions
 - Diesel generating sets
 - Lifts
 - Cleaning of Solar Panels on regular interval as desired by DST/IRCONISL to optimize solar power generation.

- Water systems – raw water, drinking water, flush water and sanitation, water tank cleaning including domestic water and flushing water supply line and main domestic water pump in pump room, flushing water pump in STP etc.
- **Firefighting systems** – Internal firefighting hydrant system in Block-1/2/3 and external firefighting hydrant system, Firefighting posts including valves and cabin, Firefighting sprinkler systems, FHC in buildings of Block-1/2/3, smoke detectors & fire extinguishers, Fire Alarm & Public addressing System etc., Pumps (sprinkler pump, internal hydrant pump, external hydrant pump, jockey pump etc.) and Fire extinguishers etc. Conducting mock drill of Fire system twice a year is to be carried out.
- HVAC systems including AC cassettes and ducting, HRVs, VRV outdoor units, axial fans, Inline fan etc. including standalone split/window air-conditioners.
- Building Automation Systems (viz. Access Control System, Public Address System, Building Management System, CCTV System, Intercom/Telephone Systems (including digital telephones, NEC KTS instruments) , EPABX (LAN/WAN, including telephones instruments/cables) Audio/ Video Systems, LAN Systems, Data Networking including Network Hardware/cables, internet and Wi-Fi Systems including Router Switches (L1, L2 & L3), UPS systems etc. Creation of new point of socket point of any of the above services/ Extension of point/ Shifting of equipment location to other places shall be carried out by the agency. The Agency will also repair/replace the faulty EPABX/telephone instruments as and when required by IRCONISL/DST.
- Projectors/Screens/HD video Conferencing system, Audio Conferencing System, Televisions and DTH/ cable connections, Digital wall display panels, Digital clocks, Solar Power Equipment, Hot cases, Refrigerators, Deep Freezers etc. Minor modification of location shifting of equipment/ power connection etc. are covered in the scope of works.
- IT Equipments: Servers/Computers/Laptops/ Scanners/ Printers/Photocopiers which have been shifted from old office of DST and AI's, may increase/ decrease as per requirement of employees of DST. Creation of new point of LAN socket/ Extension of point/ Shifting of equipment location to other places shall be carried out by the contractor.
- Comprehensive AMC of STP operation works including consumables like ozone for disinfection, polyelectrolyte for sludge settling etc.
- **Comprehensive Annual Maintenance Contract (AMC) of equipment's as instructed by IRCONISL/DST is to be taken by Agency in favour of DST with OEM (Original Equipment Manufacturer) only. However, for comprehensive AMC with OEM, payment shall be reimbursed to the Agency on actual basis only. Neither any extra payment nor any overhead amount shall be paid to agency on this account.**
- **Liaising and co-ordination with OEM agency are in the scope of contractor.**
- Horticulture maintenance work gardens/ parks/ lawns, horticulture landscaping and other connected horticulture works within and near boundary wall of the said Premises including consumables and gardeners in the scope of the Contractor.
- Maintenance work of Civil Works including building, roads, hard standings, pathways, drive ways, parking space(s), security wall, storm drains, rain water harvesting, sewer lines, water supply lines, Sewage Treatment Plant (STP), plumbing, sanitary/ pantry fitting/ fixtures, furniture items, and/or other structures within the said Premises and other related items etc.
- Maintenance work of external electrical installations including Outdoor lighting fitting & fixtures, fans, wiring, lightning protection.

- Specialized E&M equipment's including IT/ VC equipment, Building Management System (BMS), CCTV and other security equipment including operators.
- b) The details of facilities/ services at DST complex are given in the following sections, however, Bidders are advised to visit the site to understand the various systems/services installed/equipped.
- c) Agency has to operate and maintain all equipment as per OEM guidelines/O&M manuals.
- d) Agency has to log the complaints with OEM and get the repairs/rectifications done.

1.2.2 Area of the complex and buildings

The scope of work includes operation and comprehensive maintenance of the followings blocks:

| S.No. | Building | Built Up Area (Approx.) (m ²) | Phase |
|-------|---------------------------------------------------------------------------|-------------------------------------------|-------|
| 1 | DST Office Building (G+5) Block I excluding roof area | 10,876 | I |
| 2 | Autonomous Institutes' Office Building (G+5) Block II excluding roof area | 6,040 | I |
| 3 | Canteen (G+2) excluding roof area, Block-III | 859 | I |
| 4 | Pump Room+ Fire Tank Areas | 269 | I |
| 5 | STP, DG Room, ESS excluding roof area | 546 | I |
| 6 | Existing Admin Block (existing S&T -1 Block) including Bank/Post Office | 2,500 | |
| | Total Area | 21,090 | |
| 7 | External Development including road ways, pathways, horticulture etc. | 14,520 | I |

Note: - The above-mentioned area is tentative and it may vary.

1.2.3 Office Working Hours

The working hours of office are from 9.00 AM to 5.30 PM with weekly off on Saturday & Sundays. However, the office may be opened beyond office hours and on Saturday & Sunday as per the requirements.

1.2.4 Civil & Finishing works

Maintenance/minor repairs for all the civil works such as expansion joints, painting, Door frames, door shutters, Fire Doors, flooring (Italian marble, vitrified tiles/carpet/vinyl), wall paneling (WPC/Calcium Silicate/veneer), Pantry cabinets, Aluminum/glazed windows, Rain Screen façade tile, Stone Cladding, ACP, Metal Mesh, Sun Control Louver, False Ceiling, Rest room cubicles, signages, roller blinds, roads, pavements/foot paths etc., SS railing, Staircases, Lift lobbies, furniture, sofas, chairs, tables roads, hard standings, paths, drive ways, parking space(s), security wall, storm drains, rain water harvesting, sewer lines, water supply lines, Sewage Treatment Plant (STP), plumbing, sanitary/ pantry fitting/ fixtures, furniture items, and/or other structures within the said Premises and other related items etc.

1.2.5 General Scope of work for E & M works

- a) The agency shall depute well experienced staff in the relevant field for maintenance of electrical services. The minimum deployment for three shifts.
- b) The agency will be responsible for timely payment of wages, ESI & PF etc. to all the workers engaged by the agency. The agency will submit the proof of ESI & EPF to IRCONISL on monthly basis. All labour law shall be strictly followed.
- c) All the installations shall be kept neat and clean and in working order.
- d) It will be responsibility of agency to ensure immediate operation of the DG Set (Auto mode) etc. in case of power failure.
- e) Mobil oil and filters of DG Set should be changed at least once within 6 months or after running of 250 Hrs., as per maintenance schedule of OEM and as per authorized OEM vendor, whichever is earlier & nothing extra shall be paid on this account.
- f) All other good maintenance practices shall be followed.
- g) The agency shall ensure that his staffs follow all safety precautions. In case of any mishappening or injury agency, shall be fully responsible for the same.
- h) Electricity Bills & Waters Bills shall be paid by DST.
- i) The details of Labour/Technicians deployed on various activities by Agency shall be submitted daily to IRCONISL/DST for information & record.
- j) Office complaints & lighting etc. of all electrical points should be in working order of entire office building at all floors/locations.
- k) Temperature in AC area should be maintained at suitable temperature as decided by DST.
- l) CCTV System will be operated by CISF & maintained by Agency.
- m) Fire Control Room shall be managed & maintained by agency.
- n) Minimum required E&M staff for electrical accessories i.e. DG sets, AC plants, pumps, lifts etc. services per day on three shift basis.

1.2.6 HT & LT power supply and distribution

- a) Operation & Preventive maintenance shall be carried out as per specification/ recommendation of original equipment's manufacturers (OEM).

- b) Preventive and breakdown maintenance and record keeping etc. in respect of electrical substation, transformers, Panel Bus Bar, HT Panel, LT Panel, Bus Duct, AMF Panel, Capacitor panel, Distribution Panels etc. Electrical Control Panel room including maintenance of switch gears, panels for AC, garden light and lift room, water pump and power factor panels, UPS, earthing system etc., and co-ordination & getting necessary assistance from statutory authorities in emergency situations.
- c) Preventive and breakdown maintenance, record keeping etc. of Distribution Boards for AC, light and power and MCBs on all floors. Maintenance of lighting, power points, switches, fans, water pumps, motors etc.
- d) Replacement of faulty lights and maintenance of other installations on continuous basis both indoor and outdoor.
- e) Checking the power factor and operating the capacitor bank for PF correction to avoid any penalty.
- f) Daily checking of the working of UPS, load sharing conditions, maintaining battery bank, reporting faults.
- g) Visual inspection of HT & LT panels every day, cleaning of panel, recording of various data including; voltage, power, energy at different areas. Periodic checking of protection relays for correct operation, tripping etc.
- h) Visual checking of Vacuum Circuit Breaker and transformers.
- i) Visual inspection of main L.T. panel and capacitor panel, checking of breaker operation, replacement of any blown control fuses/ indicating lamps, recording readings of voltmeter, ammeter, KWH meter, etc. Cleaning of panel and periodic checking of relays for proper tripping.
- j) Visual checking and regular cleaning of all distribution boards, checking of proper operation of MCB's, tightening of any loose contacts and wires, replacement of faulty MCB's / ELCB's etc.
- k) Visual checking feeder pillars and cables, cleaning of feeder cables, checking and tightening of loose connections, replacement of lamps in street lighting poles, garden lighting, façade lighting, Checking of Cables & Cable Trays and Necessary Attention etc.
- l) Physical checking and Attention of bus duct and bus risers for loose connections, cleaning of bus ducts, checking of bus duct insulation by instruments, fire barriers, etc., tightening of nuts and bolts for incoming and outgoing cable terminations, checking of hot spots in bus ducts and cables.
- m) Tightening of wires, checking of conduits and wiring above false ceiling.
- n) Watering of earth pits, checking of earth resistance by instruments, tightening of all nuts and bolts and cleaning of all joints, Checking & Attention of Earthing System.
- o) Ensuring continuity of power of 11KV system and switching ON and OFF the breaker in case of tripping and power failure. Liaisons with local electrical authorities for power supply restoration.
- p) Periodic Checking & attending any damage to cable insulation of HT & LT cables, Cable Trays, Raceways etc.
- q) Agency has to ensure dehydration of Transformer after every Monsoon/rainy season.

1.2.7 Diesel generating sets

- a) Operation of DG sets, preventive maintenance, checking and minor maintenance.

- b) Major breakdowns, A, B, C & D checks on the diesel engine in coordination with OEM during maintenance by them.
 - c) Daily & Weekly trials and cleaning of filters.
 - d) Diesel Stock Monitoring and reporting requirement for fresh stock. Maintaining the minimum stock of diesel for 16 hrs (i.e.2 days) run of DG set(s). Supply of Diesel with prior consent of IRCONISL, cost of the diesel shall be reimbursed on receipt of invoice/bill and cost of transportation deemed to be included in the quoted rates. Monitoring the consumption of diesel/HSD and lube oil. Keep a check on the levels of the H.S.D/diesel and individual day tanks daily and report for the same.
 - e) Coordination with officer designated by IRCONISL/DST for diesel purchasing with prior approval of authority.
 - f) Operation & Day to Day Maintenance of DG Sets including cleaning of generating sets, visual inspection of diesel leakage and checking lubricating oil and diesel levels, test starting of generating sets ensuring the set voltage etc., logging the data, Periodic change of oil filters etc., checking of Radiators, pumps, DG Auxiliary Panels, etc.
 - g) Checking & maintaining of AMF panel, cleaning, and setting relays for correct sequence, cleaning of relay contacts, testing of AMF panel.
 - h) Visuals checking & Attention of LT bus duct for loose joints, loose suspension etc. and rectifying the same, checking of insulation & temperature rise by instruments. Temperature measuring instrument will be provided by Agency.
 - i) Regular checking of battery voltage and adding distilled water if required and, if necessary, tightening of terminals on the batteries and the engine, Day to Day Maintenance as per the Manufacturer's Recommendations.
 - j) Checking & Attention of the exhaust fans for any noise, balancing works etc.
 - k) Checking and maintaining of APFC panel, repair and replacement of defective capacitors in capacitor bank in APFCR, relay or any other part.
 - l) Standard operating procedure will be prepared and followed as per norms for disposal of waste.
 - m) Periodic checking and maintenance of All Electrical equipment's and Earthing system as per Indian Standard/ National/ International standards as applicable.
 - n) Day to Day Maintenance & Periodic checking of Online Uninterrupted Power Supply System (UPSs) including Batteries/battery water.
 - o) No Agency profit/margin shall be paid to agency on account of this however, reimbursement shall be made to agency on actual cost.
- Operation & Annual Maintenance Contracts of DG Sets & Online UPS and Liasoning with AMC Vendor and Day to Day Execution of AMC shall be the Responsibility of Agency. **Comprehensive Annual Maintenance Contract (AMC) of DG Sets & Online UPS as instructed by IRCONISL/DST is to be taken by Agency in favour of DST with OEM (Original Equipment Manufacturer) only. However, for comprehensive AMC with OEM, payment shall be reimbursed to the Agency on actual basis only. Neither any extra payment nor any overhead amount shall be paid to agency on this account.**

1.2.8 Daily Checks for Electrical System/UPS/DG Sets

1.2.8.1 Electrical System

- a) All electrical Light fittings/ fixtures are in working condition and any replacement, if required, is undertaken with immediate effect so as to avoid any unanticipated inconvenience. The work involves cleaning of louvers, replacement of damaged chokes, tube light lamps, starter, holders, rewiring for fittings, repair of defective circuits and rewiring of circuits if required including shifting of fixtures or lights/ power points etc.
- b) Lighting power points at walls, floors and other places i.e. 6 A & 16 A switches and sockets etc. including Lighting distribution network, DP switches, MCBs, MCCB's, starters, Relays, Contactors, Indicating and display meters, Operating Knobs, Industrial sockets for window/ split AC units. Creation of new point of socket/ Extension of point/ Shifting of equipment location to other places shall be carried out by the contractor.
- c) Wall mounted fans, Exhaust fans, Pedestal fans, Ceiling fans, Air Circulators, Hot case, Heat converters, Room Heaters etc.
- d) Plant Rooms, Electrical rooms in different floors including lift machine rooms from ground floor to terrace comprising of power & lighting distribution boards, UPS DBs, MCBs, Fuses, power contactors, Switch Fuse Units etc.
- e) Rising main for normal/ Emergency lighting circuits and UPS supply and associated junction boxes, contactors, control switches, MCCB's/ Switch fuse units.
- f) Capacitor banks of rating specified including auto/manual control to improve power factor between 0.95 to 0.99 and as per prevailing Electricity acts /norms in force.
- g) Power Supply to LT motors including air-conditioning, Fire Pump motors, water supply (including domestic and flushing water) pumps and STP plant etc. & their control panels and push button stations. The scope of work shall also include crimping of Lugs, fixing of glands, re-winding of motors as per written instructions of IRCONISL/DST.
- h) Providing telephone connection and shifting of telephones whenever required in office buildings and elsewhere as desired by IRCONISL/DST.
- i) All the equipment's & the area shall be kept clean at all the time.
- j) Cleanliness of electrical cables, cable trays, wire and gadgets in the common areas, exposed ducts, piping, Cable trenches etc.
- k) H.T & L.T. cables (11 KV and 415 Volts) including end terminations, straight through jointing, Glanding & Crimping of Lugs, testing including shifting of cables as and when required. All type of Electrical connections is to be maintained.
- l) Insulation of live connections and joints in live wire is to be undertaken properly by using PPE (Personal Protective Equipment). Any kind of temporary connection shall not be permitted, if incase of it is unavoidable and essentially required for short period, it can be provided subject to condition that it should be removed/ dismantled immediately after completion of essential work.
- m) Detailed inspection of LT/ HT panels is undertaken.
- n) Proper Maintenance of the earthing system as well as of Lightening system of buildings and other structures
- o) Preventive & Predictive Maintenance schedules for DG sets.

- p) Performance parameter of DG sets.
- q) Routine maintenance of equipment's.

1.2.8.2 UPS

- a) Operation of UPS systems comprising of UPS panels with SVR Panels, AC Distribution Boards & battery Banks & maintenance of AC Distribution Boards.
- b) UPS power points at walls, floors and other places i.e. 6 A & 16 A switches and sockets etc. including UPS distribution network, DP switches, MCBs, Industrial sockets.
- c) Cleaning of battery terminals, application of Petroleum Jelly on battery terminals, tightening of inter connections etc. for all the UPS systems as mentioned elsewhere.
- d) Maintaining logbook for recording the on/ off operations and input/ output parameters i.e. voltage, current, frequency etc.
- e) It shall be the responsibility of contractor to monitor the function, healthiness & operational parameters of the UPS systems. Any abnormality or defect noticed should be immediately brought to the notice of engineer in charge.
- f) Specialized repairs by OEM vendor shall be provided to the UPS systems as & when required.
- g) Logging of complaint & follow up with the OEM.
- h) Operation timings of UPS systems shall be as per direction of IRCONISL/DST.

1.2.8.3 DG Set

- a) Check the condition of Batteries, level of oil, fuel, water in the radiator, pressure gauges, temp. gauges, and safety devices etc.
- b) Agency shall maintain log books for the operations and maintenance activities.
- c) Batteries are to be top up with distilled water, cleaning of terminals of Batteries and applying of petroleum jelly on the terminals as per requirement.
- d) Schedule of maintenance has to be followed as per OEM instructions and A Check to be carried out by agency.
- e) The hose pipes, unions & bolts to be checked for any damage or leakage and same to be replaced as & when required.
- f) Alternator slip rings to be checked for its smooth surface without any abrasions. Carbon brushes to be checked for its smooth operation etc.
- g) Check for any abnormal sound from DG Sets and report to IRCONISL/DST.
- h) Emission testing of all the DG sets installed at DST Premises shall be carried out by agency once in every year from NABL accredited lab and reports shall be submitted to IRCONISL/DST for records. No extra payment shall be tenable to the agency towards the same.
- i) Replacement of batteries, if required , is to be carried out by agency on payment basis.

1.2.9 Works which are required to be carried out on WEEKLY BASIS for Electrical System/UPS/DG Sets

- a) All the feeders of MCCs & PCCs are to be checked for trouble free operation i.e. operation of switch fuse units, proper rating of fuses, over load relays, checking of contacts for the contactors, over heating of coils or wiring due to loose connection etc. For this purpose, a schedule is required to be made identifying the numbers of Panels/ transformers, which are to be taken on which Saturday, i.e. 1st, 2nd, 3rd and 4th Saturday in a Month. Schedule is required to be approved by IRCONISL/DST.
- b) Floor wise lighting fixtures are required to be cleaned. For this purpose, also a schedule is required to be made underlying on which Saturday which floors are to be taken up for cleaning purpose of lighting fixtures. However, for cleaning purposes, proper cover sheet is required to be provided for to avoid falling of dust/ dirt on Workstations/ Tables/ other furniture's and documents.

1.2.10 Works which are required to be carried out on MONTHLY BASIS for Electrical System/UPS/DG Sets

- a) On fourth/last Saturday of each month, all panels (HT/ LT), transformer, DG Sets are required to be thoroughly cleaned and checked for any loose connection.
- b) The agency shall carry out regular routine & preventive maintenance of the ACDBs & battery banks & shall maintain records in the formats approved by IRCONISL/DST.
- c) All the safety relays of AMF panel are to be functionally checked and calibrated as & when required by the testing agency.

Agency has to arrange for preventive maintenance of all electrical equipment's once in a Month, which includes thorough cleaning of Panels/ Transformers (inside/ outside), checking for loose bolts/ cable connections/ bus bar joints and tightening of the same, verification for any opening in Panels/ Terminal boxes and sealing of the same immediately to prevent entry of Rodent/ Lizards/ Insects inside Panel. A register is to be maintained indicating no of Panels and date, when preventive maintenance is carried out. Same is required to be carried out on Sunday only, since shutdown is required to be taken. Cost towards this shall be considered inclusive in the quoted price and no separate payment is tenable.

1.2.11 Documentations

- a) Ensure proper functioning & correct readings of Electrical meters. Daily recording of meters shall be undertaken. Log sheet to be made with consultation with IRCONISL/DST for recording of electrical data shift-wise. It is the responsibility of the agency to maintain all the data in soft form, shift wise on monthly basis.
- b) All standard formats recommended by Equipment manufacturers are to be followed & maintained.
- c) A proper record of diesel consumption shall be maintained by the operator and same shall be reviewed by the contractor's supervisor before submission to IRCONISL/DST.
- d) Generating Equipment History – Contractor shall maintain equipment failure report, service reports, maintenance cost and related information.

1.2.12 Lifts

- a) Monitoring and day to day maintenance of lifts inside the buildings Block-1, Block-2, Block-3 (Switching on & off) lifts and as per instructions of the office, monitoring the working of lifts, reporting faults to the AMC/OEM provider and coordination during maintenance by them.

- b) Record keeping of the maintenance details, getting license renewals from the authorities after approval from IRCONISL. Statutory fee shall be reimbursed by IRCONISL/DST.
- c) Annual Maintenance Contract of the Lifts and Liasoning with AMC Vendor and Day to Day execution of AMC shall be the responsibility of the Agency.

Comprehensive Annual Maintenance Contract (AMC) of Lifts as instructed by IRCONISL/DST is to be taken by Agency in favour of DST with OEM (Original Equipment Manufacturer) only. However, for comprehensive AMC with OEM , payment shall be reimbursed to the Agency on actual basis only. Neither any extra payment nor any overhead amount shall be paid to agency on this account.

- d) Adequate number of operators shall be made available for each shift.

1.2.13 Water systems – raw water, drinking (RO) water, flushing water and sanitation, water tank cleaning

- a) Checking & satisfactory operation of water pumps & accessories, water level in the main tanks, overhead tanks etc.; operation and maintenance of all kinds of Water Supply, Distribution, Drainage, STP, Sump & Dewatering pumps installed in the building checking for water leakages in pipe lines and rectifying the same to ensure proper and regular supply of water to the building.
- b) Checking of all Services shafts/ rainwater shaft, drain shafts, toilet shafts, other Shafts etc. for leakages or other defects and immediate rectification of the same.
- c) Cleaning of all tanks at least once a month and also whenever need arises. The cost of cleaning of water tanks will be borne by the agency.
- d) To ensure that all sumps are maintained clean at all times.
- e) To ensure that toilet fittings/ loose connections, leakages, electronic sensor controlled water dispensing taps, urinals etc. in common area are not there. Replace all damaged / broken or lost fittings within 24 hrs.
- f) Cleaning of external drain periodically as per instructions of IRCONISL/DST.
- g) Ensuring adequate water supply to various pantries and toilets.
- h) Day to Day Operation, maintenance and cleaning of Watercooler units installed at various locations in Block-1/2/3.
- i) Monitoring and ensuring satisfactory functioning of STP Plant
- j) Comprehensive Annual maintenance contract of pumps and liasoning with comprehensive AMC with OEMs/equivalent Vendors to ensure uninterrupted services at all times of the day.

Comprehensive Annual Maintenance Contract (AMC) of all pumps as instructed by IRCONISL/DST is to be taken by Agency in favour of DST with OEM (Original Equipment Manufacturer) only. However, for comprehensive AMC with OEM, payment shall be reimbursed to the Agency on actual basis only. Neither any extra payment nor any overhead amount shall be paid to agency on this account.

- k) Coordinate with External Agency like DJB etc. and ensure water supply in underground tanks and arranging water from water tanker agency when there is shortage of raw water supply.

- l) Pumping of water from underground tanks to overhead tanks as per requirement and ensuring continuous supply in the premises.
- m) Coordinating with an external agency for any major repair needed in pipe line requiring modification, welding and re-routing of pipe lines etc.
- n) Minor plumbing and sanitation works including minor repair of pump and motor like rewinding of motor etc.
- o) Maintenance, repair and removal of blockage if any in drains and manholes, the charges to which shall be borne by the agency.
- p) Regular draining out of water collected in the drains of underground plant room.
- q) Proper maintenance of tap sensors and replacement of batteries as required during operation. No separate payment shall be made on this account.
- r) Maintenance of Irrigation System for Horticulture.
- s) Maintenance of Rain water harvesting pits at near Block-1 & 3 and nearby.

1.2.14 Firefighting system - fire hydrants, sprinkler system, FHC, smoke detectors & fire extinguishers

- a) Operation, Monitoring and Maintenance of Fire Hydrant System, sprinkler system, hose pipe & nozzle etc.
- b) Operation & Maintenance of Fire Pumps, Valves & other Accessories as per recommendations of the Manufacturer/ Relevant BIS Standards.
- c) Operation and maintenance of motors.
- d) Preventive and minor break down maintenance of pipe lines and distribution valves.
- e) Major repairs like rewinding of motors, pipe line modification etc.
- f) In unfortunate case of event of fire, fire information & reporting to IRCONISL/DST and nearest fire station will be the responsibility of agency.
- g) Periodic checking and maintenance of Portable Fire Extinguishers including refilling as per periodical schedules / as required and record maintenance.
- h) Testing of firefighting system after every 15 days by using water for plantation and cleaning of building.
- i) **Fire/Smoke Detection/ Fire Alarm System** - First line maintenance, responding to fire alarm, checking the reason for alarm and taking corrective action. Further conducting periodical Fire Evacuation Drills with Fire Safety Agency.
- j) Annual maintenance contracts of fire/Smoke detection and alarm system and liasioning with comprehensive AMC Vendor and day to day execution of AMC shall be responsibility of agency.

Comprehensive Annual Maintenance Contract (AMC) of fire/Smoke detection and alarm system as instructed by IRCONISL/DST is to be taken by Agency in favour of DST with OEM (Original Equipment Manufacturer) only. However, for comprehensive AMC with OEM, payment shall be reimbursed to the Agency on actual basis only. Neither any extra payment nor any overhead amount shall be paid to agency on this account.

- k) To carry out mock fire drill as per the guidelines of Delhi Fire Service in coordination with Fire Control Room /Fire Safety Agency.

1.2.15 Heating, Ventilation & Air Conditioning (HVAC) systems and standalone split/window air-conditioners

- a) Operation & Maintenance to be carried out as per the Original Equipment manufacturers recommendations/ Relevant National/ International Standards and bidder shall also enter into Annual Maintenance Contract for HVAC system.
- b) Agency shall enter into AMC with OEM of VRV system provided in the building. Liasoning with AMC Vendor and Day to Day execution of AMC shall be the responsibility of the Agency.

Comprehensive Annual Maintenance Contract (AMC) of HVAC system as instructed by IRCONISL/DST is to be taken by Agency in favour of DST with OEM (Original Equipment Manufacturer) only. Any Consumable/frequent part having long delivery time, such items are to be arranged in stock to meet quick repair works. However, for comprehensive AMC with OEM, payment shall be reimbursed to the Agency on actual basis only. Neither any extra payment nor any overhead amount shall be paid to agency on this account.

- c) Attending complaints of systems which include routine as well as breakdown maintenance of all the system.
- d) Agency shall supply minimum following consumables & general spares / items for smooth operation of all the system and the rates quoted by them should be inclusive of following items or any other pertinent items such as-
- Refrigerant Gas if required to be topping up or new filling shall be in the scope of contractor. Cost of the refrigerant gas only shall be payable to agency on actual cost basis.
 - Lubricating oil for compressor systems
 - Packing /Couplings/gaskets/insulation material/other general spares
 - All electrical spares e.g. Fuses / Relays, contactors, Condensers, Insulation tapes (PVC and HT Tape) insulating sleeves etc.
 - Indoor units Filter /Belts / Bearings / Valves / Other spares etc.
- e) All tools & tackles, manpower, transportation and other resources required for operation & maintenance of the job shall be in the scope of the agency. No extra charges will be paid by IRCONISL/DST regarding this. Minimum tools required for daily /routine maint. works should be available in the store as per the list of T& P provided in the tender. Other, T & P items if required can be brought to DST on need basis.
- f) Spares of compressor, control panel card, Software etc. which may be required during maintenance of the all the system will have to be supplied by the agency as per instruction of IRCONISL/DST.
- g) The Agency has to maintain a maintenance register during each visit mentioning what kind of job has been done during that visit. Agency also has to provide maintenance report.
- h) Maintaining the temperature as per the designed parameters or as specified by IRCONISL/DST.
- i) Operation of VRV's as and when required
- j) Regular checking of VRV's (Like checking of bearing, belt and greasing)
- k) Regular electrical termination checks up of VRV's and pump starters and motor.
- l) Periodic cleaning of VRV filters.
- m) Periodic cleaning of VRV cooling coils.

- n) Periodic checking of VRV water drain.
- o) Replacement of VRV bearing, shaft, belts as and when required
- p) Checking of water level in the expansion tanks.
- q) Attending to the A/C breakdown calls in the building.
- r) Checking the noise level of A/C equipment.
- s) Operation & Maintenance of VRVs.
- t) Operation and maintenance of the Ventilation fans.
- u) Regular checking & Attention of Ducting, Insulation, Grills & Diffusers.
- v) **Monthly Maintenance:** -
 - Maintenance of all filters, fans, diffusers, cooling coils, Refrigerant Gas make up etc.
 - Tightening of belts, foundation bolts of equipment, alignment of belt pulleys and couplings.
 - Examining indoor/outdoor units & operating linkage for smoothness.
 - To check the gland /seal, coupling of units.
 - To check the safety controls mechanical, Electrical/ Electronics and inter-locking of the various equipments.
 - To check all piping/insulation/proper positioning/damage and rectifying the same where ever required.
 - Inspect/check entire line for leakage and rectification of leakage, if any.
 - To check and lubricant (if required) the bearing of the fans/motors and keep the proper record.
 - To check the foundation bolts of the units/motors and to take the necessary action if required.
 - Check the quantity of Air flow from various out lets in each room/ Area as per drawings and do adjustment of dampers etc. as and when required.
 - Check the performance of equipment of VRF plant for proper functioning.
 - Any other job required to be attended during course of Checking and to keep the plant in perfectly working conditions.
- w) **Quarterly Maintenance:** -
 - Checking / setting / rectification of all safety and automatic controls.
 - Complete Overhauling of indoor/outdoor units, FCU, Fans.
 - Maintenance of Fresh Air & Exhaust Air Fans and their Balancing, if required. Observe the operation of all the dampers and make necessary adjustment in linkage and blade orientation for proper operation.
 - Functional checks & calibration of all switches, thermostats, humidistat and other instruments rectification of the same if required.
 - Any other job required to be attended during course of checking / as per OEM and to keep the plant in perfectly working conditions.
 - **Maintenance of all Electrical Equipment Feeders**, Panels, Bus Bars, Cubicles, Motors, Heaters, Circuit Breakers, Power Points, etc. pertaining to HVAC as per standard electrical maintenance practice and as directed by concerned maintenance engineer. The maintenance and repairing of motors, Software re installation (if required) etc. are also within the Agency's scope of work.
 - The gas charging in VRF system will be executed by Agency, whenever required.

NOTE: All the equipments /installations shall always be kept in good and trouble free operating conditions. All the required record for break-downs/repairs and maintenance etc. shall be maintained in the form of history books and logbooks etc. as per directions. All the maintenance works shall be carried out in accordance with the manufacturer's specifications and instructions of

IRCONISL/DST. All the general & special tools, tackles required for proper maintenance and repairs/break down etc. shall be arranged by the agency at his own cost. The rates shall be all inclusive of establishment as well as spares and consumables as per schedule of work. The Agency is required to assess the probable quantity of all types of spares and consumables likely to be required for replacement for keeping all the installations in good working conditions and include the lump sum cost of these spares & consumables. Nothing extra on any account shall be payable over and above the approved all-inclusive comprehensive rates of the contract. The consumables and spares shall be of best standard quality purchased from the original manufactures or authorized dealers only and shall be approved by the IRCONISL before use. IRCONISL may direct the Agency to use consumables of its choice from the listed/approved vendors. All spares and consumables shall be arranged by the Agency for which nothing extra shall be payable. A list shall be prepared by the Agency for major & minor spares consumables and the decision of IRCONISL/DST regarding the major /minor consumables shall be final. Replaced parts/ spares, used brunt oil etc. will be property of agency. It is the responsibility of Agency for disposal of replaced parts/ spares, used brunt oil etc. on verification of IRCONISL/DST.

1.2.16 Building Management System

- a) Day to Day Operation & Maintenance of Building Management System, PA, Fire Alarm & Detection System, CCTV System, Access Control System & Boom Barriers, Lift Management System, Telephone & EPBX System. Internal/passage area/toilet/office complex & external lighting panel.
- b) AMC of the following Systems with OEM/System Integrators.
 - Lighting Control System
 - CCTV System
 - Data Networking system including networking elements switches/firewalls/routers etc.
 - Access Control System
 - EPABX System
 - Fire alarm & P.A. System
 - Integrated Building Management System
 - Audio Visual Equipment
 - Servers
 - Gas flooding System for Servers.

To engage Vendor/OEM with prior approval from IRCONISL for AMC is the responsibility of the Agency. **Comprehensive Annual Maintenance Contract (AMC) of these systems as instructed by IRCONISL/DST is to be taken by Agency in favour of DST with OEM (Original Equipment Manufacturer) only. However, for comprehensive AMC with OEM , payment shall be reimbursed to the Agency on actual basis only. Neither any extra payment nor any overhead amount shall be paid to agency on this account.**

- c) Liasoning with AMC Vendor-and Day to Day execution of AMC shall be the responsibility of the Agency.

1.2.17 Network cables

- a) Operation, Maintenance and repair of network cabling inside the building for providing LAN connectivity.
- b) Daily maintenance of server, networking, switches, firewalls, telephone lines, etc.

1.2.17.1 Façade Cleaning

- a) One time cleaning of Structural glazing, Glasses, ACP cladding, Rain Screen Tile at all locations and floors is included in scope of work of Agency and shall be done by Agency with necessary arrangements including items/tools, consumables, etc. taking all precautionary measures ensuring safety of workers. No extra payment will be released to agency for this activity. However, if required, the façade cleaning shall be carried out by the agency at the quoted rates on any number of times as desired by IRCONISL/DST.

1.2.18 Building maintenance

- a) Maintenance of building structure by checks of building defects through regular walkthrough and identifying the defects.
- b) Minor civil repairs like leakage, replacement/repair of partition, false ceiling, flooring, minor cracks, replacing glass panels, minor plumbing works and other repairs in toilets, touching up painting etc.
- c) Monitoring and reporting of major civil works those need to be done.
- d) Maintenance of aluminium, wooden and glass doors, partitions, windows and repair of handles, locks, lockers, any carpentry work etc.
- e) Maintenance of all Glow signage's in the building.
- f) Major repairs and material purchases in coordination, approval of IRCONISL/DST.

1.2.19 AMC of E&M equipment's

- a) Comprehensive AMC has to be done by the agency with OEM vendor within one month of issue of LOA to agency.
- b) Where comprehensive AMC is running, comprehensive AMC has to be renewed after expiry of AMC. Till currency of existing comprehensive AMC, Liasoning with AMC Vendor and Day to Day execution of AMC shall be the responsibility of the Agency.
- c) All comprehensive AMC taken by Agency should continue till minimum of 4 months after completion period of O&M period of agency. Also extension of comprehensive AMC should be done such that it expires at the end of 4th month beyond completion period of O&M agency. Copy of contract agreement of running comprehensive AMC would be provided to agency.
- d) AMC should be done by agency from OEM. No Agency profit/margin shall be paid to agency on account of this however, reimbursement shall be made to agency on actual cost.

1.2.20 Horticulture

- a) Complete maintenance of the entire garden features at DST campus i.e. lawn, trees, shrubs, hedge, flower beds, foliage, creepers, pot plants etc. including hoeing, weeding, pruning replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mower and brush cutter, removal of garden waste, dry leaf removal, applying insecticide, pesticide & fertilizers (whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related works as per directed by IRCONISL/DST (cost of good earth, manure, fertilizer, insecticide, pesticide, lawn mower and brush cutter with fuel is to be borne by the Agency & fuel shall not be chargeable extra to IRCONISL/DST).
- b) Providing indoor & outdoor plants, planting of seasonal plants, applying insecticide, pesticide, manure & fertilizers (whenever required) and their maintenance as per directed by IRCONISL/DST (cost of providing indoor & outdoor plants, seasonal plants, good earth, manure, fertilizer, insecticide,

pesticide etc. is to be borne by the Agency & not be chargeable extra to IRCONISL/DST).

- c) Placing of flower bunches in the room of Sr. Officers as and when required. (cost of providing flower bunches is to be borne by the Agency & not to be charged extra to IRCONISL/DST).
- d) In case, any plant is found dead, then it has to be replaced free of cost by agency.

1.2.21 STP

- a) Operation, Monitoring and Maintenance of STP.
- b) Operation & Maintenance of Pumps, Valves, PSF/ACF, decanter, dosing apparatus & other Accessories as per recommendations of the Manufacturer/ Relevant Standards.
- c) Operation and maintenance of motors.
- d) Preventive and minor break down maintenance of pipe lines and distribution valves.
- e) Major repairs like rewinding of motors, pipe line modification etc.
- f) Testing of entire systems after every 15 days which produces water for plantation and flushing water supply of building including the checking of chemical parameters including BOD content, mineral content etc. of water and maintenance of register for the same.
- g) Annual maintenance contracts of STP operation including consumables like ozone, polyelectrolyte etc. and liaisoning with comprehensive AMC Vendor and day to day execution of AMC shall be responsibility of agency. **Comprehensive Annual Maintenance Contract (AMC) of STP as instructed by IRCONISL/DST is to be taken by Agency in favour of DST with OEM (Original Equipment Manufacturer) only. However, for comprehensive AMC with OEM, payment shall be reimbursed to the Agency on actual basis only. Neither any extra payment nor any overhead amount shall be paid to agency on this account.**

1.2.22 DST campus at Technology Bhawan is covered under MHA Security Cover and CISF personnel are deployed for the purpose. Agency shall follow all the relevant MHA security guidelines.

1.2.23 The Agency has to provide workforce in sufficient numbers to maintain the building as required and of quality to ensure workmanship of the degree specified in the job order and to the satisfaction of IRCONISL/DST. Minimum requirement of workforce to be deployed is given hereunder: -

| <u>Manpower Deployment</u> | | | |
|-----------------------------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------|-----------------|
| Description | Total Deployment | Min Educational Qualification & Experience | Remarks |
| Project Manager | 1 | B.Tech/B.E. with 07 years of Experience in similar work of Facility Management Services including Operation & maintenance | Project Manager |
| Technical Supervisor (Civil/Elect) | 3 | Diploma in required Field with 4 years of Experience in similar work | Supervisor |
| Receptionist | 4 | With required 2 years of experience | Receptionist |
| BMS Operator | 3 | ITI or equivalent* with 4 years of experience in relevant field. | Skilled |
| Multi Skilled Technician for Electrical Works | 4 | ITI or equivalent * with 3 years of experience in relevant field. | Highly Skilled |

| | | | |
|----------------------------------------------------------------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Multi Skilled Technician for IT & Networking | 1 | ITI or equivalent * with 3 years of experience in relevant field. | Highly Skilled |
| Pump Operator | 3 | ITI or equivalent * with 4 years of experience in relevant field. | Skilled |
| DG & LT Operator | 1 | ITI or equivalent * with 3 years of experience in relevant field. | Skilled |
| Assistant Operator-DG | 3 | ITI or equivalent * with 2 years of experience in relevant field. | Semi-Skilled |
| Lift Technician | 2 | ITI or equivalent * with 3 years of experience in relevant field. | Highly Skilled |
| Lift Operator | 4 | ITI or equivalent * with 3 years of experience in relevant field. | Semi-Skilled |
| Mason | 1 | 10th Pass with 1 year experience in relevant field. | Skilled |
| Helper | 4 | | Unskilled |
| Plumber | 3 | ITI or equivalent * with 3 years of experience in relevant field | Skilled |
| Carpenter | 1 | ITI or equivalent * with 3 years of experience in relevant field | Skilled |
| Sewer man | 2 | 10th Pass with 1 year experience in relevant field | Skilled |
| STP Operator | 3 | ITI or equivalent * with 3 years of experience in relevant field. | Skilled |
| Gardener | 4 | 10th Pass with 1 year experience in relevant field. | Skilled |
| Telephone Exchange operator cum technician. | 5 | 10 th Pass but not graduate with 2 years of experience in relevant field & good command in Hindi & English with polite way of talking | Semi-Skilled |
| Access Card Operator | 2 | 10th Pass with 1 year experience in relevant field. | Semi-Skilled |
| R.O, Water Cooler, etc. Operator cum Technician | 2 | ITI or equivalent * with 3 years of experience in relevant field. | Semi-Skilled |
| Housekeeping Supervisor | 2 | 10th Pass with 4 year experience in relevant field. | Skilled |
| Housekeeper for opening and closing of buildings/ rooms in DST | 1 | | Unskilled |
| Housekeeper | 40 | | Unskilled |
| Total | 99 | | |

* ITI or equivalent i.e. ITI or equivalent like the qualifications the certificates issued by Central/State Govt. under Skill India Programme i.e. Certificates issued by Construction Industry Development Council (CIDC) under National Skill Development Corporation (NSDC), Pradhan Mantri Kaushal Vikas Yojana (PMKVY) under Ministry of Skill Development & Entrepreneurship.

Note :

1. The above list is only indicative and is the minimum requirement. However, sufficient manpower shall be deployed as per the actual requirement.
2. Any change in rotation or change of telephone operator & technician will be done only with prior consent of DST.

3. Agency shall replace deployed staff, if any, if found unsuitable for the job.

1.2.24 Schedule for Facility Management Services at DST

| (A) Machinery Deployment at all times at DST Campus | | | | |
|------------------------------------------------------------------------|-------------|-------------|----------------------------------------------------------------------------------------------|----------------------------|
| Description | Unit | Qty. | Monthly rate of recover in case of non-deployment (pro-rata rate shall be applicable) | |
| Ride on Sweeper | No. | 1 | 1,15,000/- | |
| Auto Scrub Drier | No. | 4 | 63,250/- | |
| Single Disc | No. | 4 | 17,250/- | |
| Vacuum Cleaner W/D | No. | 4 | 6,900/- | |
| Dry Vacuum Cleaner | No. | 2 | 3,450/- | |
| HP Jet | No. | 3 | 11,213/- | |
| Telescopic Rod | No. | 4 | 1,840/- | |
| Glass Cleaning Kit | No. | 4 | 1,840/- | |
| Garbage Trolley | No. | 3 | 1,035/- | |
| Wringer Trolley | No. | 10 | 6,900/- | |
| Floor Signage | No. | 10 | 288/- | |
| Tools | No. | 20 | 11,500/- | |
| Cycle Rickshaw | No. | 1 | 1,725/- | |
| Spider Kit | No. | 2 | 7,550/- | |
| (B) Chemicals/Consumables Deployment at all times at DST Campus | | | | |
| Description | Unit | | | Qty Required /Month |
| Odonil | No. | | | 250 |
| Napthalene Balls | Kg | | | 10 |
| Hard Broom | No. | | | 30 |
| Soft Broom | No. | | | 30 |
| Compound Broom | No. | | | 20 |
| Dry Mop | No. | | | 20 |
| Dry Mop Refill | No. | | | 20 |
| Wet Mop | No. | | | 20 |
| Wet Mop Refill | No. | | | 20 |
| Duster Checked | No. | | | 50 |
| Duster Yellow | No. | | | 50 |
| Floor Duster | No. | | | 50 |
| Scotch Bright | No. | | | 20 |
| Spray Can | No. | | | 15 |
| Toilet Brush | No. | | | 15 |
| Wiper | No. | | | 15 |
| Bucket & Mug | No. | | | 4 |
| Brasso | No. | | | 5 |
| Task R1 Bathroom Cleaner | 5 Ltr Can | | | 2 |
| Task R2 Multi-Purpose Cleaner | 5 Ltr Can | | | 4 |
| Task R6 Toilet Cleaner | 5 Ltr Can | | | 5 |

| | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--|--|--|-------------|
| Task R3 Glass Cleaner | 5 Ltr Can | | | | 4 |
| Task R4 Wood Polish | 5 Ltr Can | | | | 2 |
| Task Spiral Floor Cleaner | 5 Ltr Can | | | | 6 |
| Hand Wash | 5 Ltr Can | | | | 25 |
| Room Freshener | No. | | | | 40 |
| Red Pad | No. | | | | 5 |
| White Pad | No. | | | | 5 |
| Toilet Roll | No. | | | | 500 |
| Urinal Pad | No. | | | | 50 |
| Taski TR 101 for Carpet Cleaning | Ltr. | | | | 3 |
| Taski TR 103 for Carpet Cleaning | Ltr. | | | | 3 |
| Face Tissue | No. | | | | 100 |
| M Fold | No. | | | | 300 |
| Bleaching Powder | Kg | | | | 10 |
| Black Phenyle | Ltr. | | | | 30 |
| Vim Powder | Kg | | | | 3 |
| Garbage Bag (small size) | No. | | | | 600 |
| Garbage Bag (big size) | No. | | | | 600 |
| (C) Horticulture consumables (Pipes of required size/length, nozzles, water buckets/sprayers, manure and replacement of dead plants etc.) | | | | | As required |
| (D) General Tools & Tackles required for all Operations & Maintenance | | | | | As required |

- 1) The above list is only indicative and is the minimum requirement. However, sufficient materials/consumables shall be deployed as per the actual requirement for per MONTH.
- 2) The above shifts of manpower deployment are tentative & indicative, however shifts of manpower can be changed by IRCONISL/DST at any time as per requirement.
- 3) Material, as mentioned in above mentioned table, must be branded & of reputed make as approved by IrconISL/DST.
- 4) In case it is found that quantity of material is less (as compared to material mentioned in table above), then recovery of the quantity of material found less will be made at the market rate of cost of material.

1.2.25 Manpower & resources deployment for one-time façade cleaning of Block-1 ,2 & 3

| S. No. | Level | Identified No. |
|-------------------------------------------------------|--------------------------|----------------|
| Manpower Deployment | | |
| 1. | Façade Cleaner | 2 |
| 2. | Helper | 2 |
| 3. | Supervisor | 1 |
| Equipment/Consumables for Façade cleaning work | | |
| 1. | Hydraulic Lift/Boom Lift | 1 |
| 2. | Ladder | 1 |
| 3. | Spider Man Kit | 2 |
| 4. | Chemical & Consumables | As required |

1.2.26 Inclusion and Exclusion of the Services: -

1.2.26.1 Inclusions:

The following are deemed to be included in the scope of services of agency:

- a) Cost of liaison for renewal of statutory approvals, however, payable statutory fee shall be reimbursed as per actual basis by IRCONISL.
- b) Replacement of Belts / Bearings / Grease & gland-dori / cotton waste / Silica Gel / etc and all other similar minor items complete. Replacement of Connectors/ contactors/ lugs/etc. Replacement of bulbs/ tubes /chokes/starters/ Ballasts for poles/high mast in entire internal & external area.
- c) Replacement of damaged toilet fixtures & fittings, broken glass etc. Replacement of PVC / GI couplings, Conductors, Bends, fuse and other similar minor items.
- d) Repair & Rewinding of VRV/ Ventilation Fans / Pumps / Motors etc.
- e) Computer stationary, CD's floppies, audio cassettes as required for BMS / LV Systems.
- f) Submission of Daily Position Reports, Failure Investigation Reports, Operation & Maintenance Reports as prescribed by IRCONISL/DST.
- g) Maintenance Reports, Log Books etc for Operation & Maintenance of Various Systems & Equipment's. Maintenance of History books of all equipments.
- h) Specialized Tools / Tackles i.e. Chain Pulleys, Telescopic Ladder, portable Hoists (Tractel Machine), Sludge Pumps, OTDR, Welding Generators etc. required for operation and maintenance.
- i) In case of shortage of water supply/no supply from Municipal Authority the agency shall arrange the water tankers & the amount shall be reimbursed by IRCONISL.
- j) All items of work relating to replacement/repair shall be done with the prior concurrence/approval of IRCONISL/DST. The quality of material/item shall be same as originally provided by IRCONISL/DST or of equivalent make.
- k) **The Agency is expected to bear the cost of replacement/repair of materials up to a maximum of Rs. 50,000/- per month subject to the condition that cost of each item is less than Rs. 5000/- in each case. This cost is deemed to be included in offer of Agency. Where the cost of individual item to be replaced/repared is more than Rs. 5000/- in each case or where the monthly limit of Rs. 50,000/- is exhausted, the excess amount shall be reimbursed by IRCONISL subject to prior approval & verification by IRCONISL/DST. The defects covered under the Defect Liability Period (of the contractor engaged for newly constructed Phase-I or otherwise) are not included in this limit.**
- l) Wherever the replacement/repair is necessitated due to negligence/carelessness on the part of the agency, in such cases, the total cost of replacement/repair shall be borne by the agency & it shall not be included in the monthly limit of Rs. 50,000/-. The decision of IRCONISL/DST in this regard shall be final & binding.
- m) **All AMC is to be done by the Agency as directed by IRCONISL with prior approval from IRCONISL. Original cost shall be reimbursed to the Agency for payment made to OEM**

vendor. No Agency Profit/Margin shall be given to the Agency on this account.

All other items except the following Exclusion referred in the clause 1.2.26.2 shall be included in the scope of work i.e. to maintain, operate, upkeep etc. of DST Premises from gate to gate.

1.2.26.2 Exclusion: -

The following are deemed to be excluded in the scope of services of O&M agency:

- a) Capital Equipment's Replacement / Major Repair of items not covered in comprehensive AMC beyond the cost mentioned in para 1.2.26.1 (o) of SCC.
- b) Cost of Diesel of running DG sets. (Actual Cost of Diesel for running of DG sets will be reimbursed to the Agency on basis of consumption of Diesel. For calculating basis of consumption of Diesel for running DG sets, test run of DG sets will be conducted by the Agency & based on the test run, basis of Diesel consumption will be decided by committee nominated by IRCONISL/DST. The decision of Committee for basis of Diesel consumption shall be final & binding on Agency)
- c) Statutory Payment to Govt. Bodies for NOC/renewals.
- d) O & M of Computers & peripherals being used by DST.
- e) **Deployment of Security Personnel's and Operation of Departmental Canteen.**

1.2.27 Any other personnel required for smooth operation & maintenance of work by the agency like accountant, HR, storekeeper, security guard for stores etc. will be arranged & deployed by the Agency & cost of engaging these personnel shall be borne by the agency.

1.3 Terms & Conditions: -

1.3.1 BASIC GUIDELINES W.R.T SHIFT DUTIES AND OTHER ISSUES

- a) Agency has to ensure presence of 100 % strength of manpower as per the Contract. No worker shall leave the site without proper handing/taking over of duties or without proper permission from authorized representatives.
- b) Agency has to provide reliever for the person who is on leave / absent from duties. If a person is absent for more than 7 days, in such case the Agency has to provide the replacement, in addition, deduction shall also be made for absentee period from the monthly bills as defined in the penalty clause of this bidding document.
- c) The Agency has to make arrangement for additional staff after normal working hours or on overtime for attending breakdown/repairs/as & when required, the same shall be treated as part of the scope of work of this contract with no additional cost.
- d) The Agency will be fully responsible for any consequences & claims under the law arising out of any accident caused by the workmen to the equipment / property/ personnel of DST / IRCONISL etc. Agency shall also be responsible for any claim by third party i.e. due to loss of life / injury / property etc. as a result of accident caused by their workmen.

1.3.2 Office space for O&M Agency:

- a) Only a space (land) will be provided to the agency for setting up of its Office. The expenses for setting up (construction, furnishing etc.) and daily expenditure for office shall be borne by the agency.

- (b) For Operation & Maintenance for the subject work, the agency has to provide required store, temporary office /porta cabin with required facilities like computer, printer, telephones, stationeries & furniture etc. in DST complex at his own cost. Agency has to bear the charges for payment of water charges & electricity charges consumed by the agency for running their office & store at DST complex.

2.0 SCOPE OF SUPPLY

- (a) All tools/tackles/consumables etc. required for successful operation and maintenance shall be in the scope of work of agency. IRCONISL/DST shall not supply any tools/tackles/consumables etc.
- (b) IRCONISL reserves the right to reduce or obliterate any item/work/service from the scope of work even without giving any explanation for the same.

Above scope is only indicative and not exhaustive. The Agency has to execute all other necessary work **Operation cum Comprehensive Maintenance of Building related services for existing S&T block-I and newly constructed Phase-I of the State of the Art Office complex of Department of Science and Technology, New Mehrauli Road, New Delhi**

Note: - Complete inventory is attached separately as Annexure “A” except Inventory of existing Block (which will be finalized jointly upon award of work. List of Approved Make is attached separately as Annexure “B”. Schedule of deployment of manpower alongwith minimum wages payable to deployed manpower is attached separately as Annexure “C”. General guidelines to agency for Facility Management Services has been attached separately as Annexure “D”.

3. Completion Period

- 3.1 The contract shall be treated as having been entered into as soon as a letter of acceptance is issued by IRCONISL to the successful bidder and accepted by the successful bidder or as per date mentioned in LOA.
- 3.2 The Contract shall be operated for a period of **03 (THREE) YEARS** subject to satisfactory performance by the Agency.
- 3.3 The work has to be executed in co-ordination with other agencies working on or near the project.
- 3.4 Maximum lead time of 07 (Seven) days shall be given to the Agency before deployment of personnel at site. The bidder must familiarize himself fully with the installations (at no extra cost to IRCONISL/DST) before taking over existing assets installed in DST, New Mehrauli Road, New Delhi. The Agency shall also prepare OEM spare list and a list of all usable spare available for the equipment, for which maintenance is in scope of Agency at the time of taking over.

4.0 RATES & PAYMENT TERMS

- (i) The quoted rates shall be firm and hold good till the completion of the works. The quoted rates shall be inclusive of all the cost in fulfilling the scope of work, all incidental charges, cost of mobilization/demobilization of personnel, equipment etc., cost of lodging/boarding /transportation, cost of attending meetings with IRCONISL/DST/Local Authorities.
- (ii) The quoted rate shall also be inclusive of insurance for the agency’s personnel, profit, all types of taxes, duties, levies, cess imposed by Central/ State Governments and local bodies including GST. GST shall be paid on actual basis on submission of proof of payment to Government authorities and on timely receipt of Input Credit on GST portal.

- (iii) No additional claim or amount shall be admissible on account of fluctuations in market rates, increase in taxes, levies, fees royalties etc. unless specifically provided for in the Contract. No additional amount shall be paid or claim be entertained on these accounts by IRCONISL/DST.
- (iv) No price escalation shall be payable to the Agency under this contract due to any reasons whatsoever may be.
- (v) No payment shall be made to the Agency till such time GST registration certificate is submitted to IRCONISL/DST.
- (vi) Income tax shall be deducted from the payments credited/released by IRCONISL/DST to the Agency against Operation & Maintenance of work as per law of the land. The deductions shall be made as per prescribed rates prevalent from time to time unless a tax exemption certificate is produced by the Agency. Amount of tax deduction shall be deposited with the concerned authorities and tax deduction certificate shall be issued by IRCONISL/DST.
- (vii) IRCONISL/DST shall deduct at source tax/duties under any other law/statute as may be applicable at the time of making payments.
- (viii) If there is any Change to the existing rates of statutory taxes / duties of the state / Central Governments or levy of any new type of statutory taxes / duties or substitution of existing taxes / duties after the last date of submission of tender shall be borne by Client. The increase or decrease in the liability on this account will be dealt with accordingly. Increase in liability shall be reimbursed as per actual on submission of computation of increased liability statement with documentary evidences in the form of challans / returns of the Agency to the satisfaction of Client. Similarly, in case of reduction of taxes/ duties by either the Central / state Governments / local bodies due to change in the rate of taxes / duties or due to introduction of new tax or substitution of existing tax the benefits of reduction in liability shall be passed on to Client immediately commencing from the first periodical return falls due. Computation of decrease in liability shall be submitted by the Agency, examined and agreed by Client. All the changes in rules and consequent payments should be supported by documentary evidences.
- (ix) In case the Agency fails to intimate and does not pass on the benefit to Client, he may be liable to a penal interest for the period for which benefit has not been passed on at the rate of SBIMCLR+3%. In addition to this penalty equal to 10% of amount of benefit shall also be levied in case benefit fallen due has not been intimated to Client.
- (x) The Agency who is liable to get registered under the GST act shall submit a copy of the registration certificate with GST No. and such other details as desired by Client for compliance under the CGST / IGST/SGST / UTGST and Compensation Cess Act. The Agency shall be responsible for issuing of Tax Invoices, filing of statutory monthly return and deposit of statutory taxes within the time limit as prescribed in law. Any Interest / penalty/taxes (non availment of Input tax Credit due to mismatch in GSTR2) which is required to be paid by Client due to the default by the Agency to comply with the above mentioned activity/provisions as prescribed in laws, rules and regulations shall be recovered from the Agency and adjustment shall be made when mismatch is attended and solved and credit is extended to Client.
- (xi) Payment shall be released to the agency on receipt of payment to IrconISL from the Client (DST).
- (xii) Payment will be released after submission of Bill along with the copy of proofs for the compliance with various statutory authorities by the Agency.
- (xiii) Agency shall be entirely responsible for timely deposit of EPF, ESI etc as applicable from time to time for manpower deployed for providing the services as detailed in Contract and documentary proof is required to be submitted along with the Bill claimed for payment by the agency.
- (xiv) Agency shall ensure that persons engaged by the Agency for providing various Services under this Contract shall be paid not less than the prescribed minimum wages of concerned Govt. and the

statutory amounts for PF & ESI facilities.

- (xv) Agency should ensure that the payments to the workers engaged should be credited to their respective bank accounts.
- (xvi) Any other payment due as per the contract conditions shall be paid along with the running monthly bills on submission and verification of the bills for the same.
- (xvii) The rates quoted by Vendor shall include all liabilities such as supervision, wages, overtime, leave, bonus, increment, retrenchment compensation, insurance and all other statutory payments, including providing of tools and tackles under Agency's scope of supply, overheads, profits etc. for which no extra payment whatsoever will be made by IRCONISL/DST.

5. Price Variation: -

No escalation or price variation is applicable in this tender. Bidder is advised to quote their rate in Financial bid accordingly.

6. Approval/ Clearance - GENERAL OBLIGATIONS OF THE AGENCY

- 6.1 Agency should have to obtain all the clearance, no objections or any certification in the name of DST or as per direction given by IRCONISL from any agency/body/department at its own cost. (if required). However, statutory charges for the same shall be paid by IRCONISL/DST.

6.2 Site Operations and Methods of Construction:

The Agency shall take full responsibility for the adequacy, stability and safety of all site operations and method of construction.

IRCONISL/DST can demand or ask for testing of material/equipment/device at any time. No extra charges for the same shall be borne by IRCONISL/DST.

6.3 Compliance with Regulations and Bye-laws:

The Agency shall comply with the statutory provisions relating to the works, regulations and by-laws of any local authority and undertaking, including those controlling the utilities such as water supply, sewerage, telephones, power supply, etc., in whose jurisdiction the work is to be executed. The Agency shall be bound to give all notices required by statute, regulations or bye-laws, as aforesaid. It shall be the responsibility of the Agency to arrange all necessary clearances and approvals from the concerned authorities or undertakings before the work is taken up. However, assistance, if any, may be provided by IRCONISL/DST.

7. Insurance:

- 7.1 The Agency shall abide by the central/State labour Legislation as may be applicable from time to time. It shall be the responsibility of the agency/Agency to provide necessary insurance cover to their workers/labours as may be required under the law.
- 7.2 The agency is required to take appropriate insurance cover in the joint name of the Agency and Principal Employer from reputed companies for the personal deployed by him and pay the insurance premium for the same regularly to keep the insurance alive during the contract period. The cost towards the insurance shall be deemed to be included in the quoted rates. The responsibility for the safety and security of the personnel employed by the Agency lies with the agency.

Insurance cover by the Agency shall mainly include:

- A) Liability for death of or injury to any person or loss of or damage to any property (other than the work) arising out the performance of the Contract.
- B) Workmen Compensation Policy

- C) Any other insurance cover as may be required by the law of the land.
- D) The Agency, if required, will engage a suitable person to liaise with Insurer Company in the interest of realization of insurance claims at no cost to Engineer.
- E) Agency/Insurance Company shall have to indemnify IRCONISL /DST for all losses and claims are to be given directly to IRCONISL/DST . Decision of IRCONISL/DST will be binding on Agency & Insurance Company to distribute claim in part or full.
- F) All insurance covers referred to in the Contract shall be affected with an Indian Insurance Company incorporated and registered in India.

8. Maintenance Period/Warranty/Guaranty/Defective Liability Period: -

- 8.1 Any Machine/Product/Equipment if purchased by Agency for DST then it should be purchased in favour of DST.
- 8.2 Any warranty/Guarantee of the machine/product/equipment if purchased by agency, shall be in favour of DST or for DST, Agency shall hand over all the warranty/guarantee cards to DST.

9 Other Conditions: -

- (A) While processing payment of “Running Account Bill/ Final Bill’ or release of Performance Guarantee/ Security deposit, agency shall submit an Affidavit to the IRCONISL that “I have given all payment to my workers, employees, sub-Agency, supplier a full payment against their work and procurement of material.”
- (B) If any damage or loss is caused to the employees or the property of the DST or if any claims are made against IRCONISL/DST by reason of any act of omission or negligence on the part of the Agency or on the part of their agents’ representative or employees, IRCONISL/DST shall be entitled to recover such losses or damages or claim as may be ascertained by IRCONISL/DST.
- (C) The Agency shall follow the DST’s procedure in regard to the issue of Gate Passes for taking the materials out/in of the campus as DST campus is a CISF guarded area. The Agency shall use for the above purpose only trucks/vehicles/cranes having area passes recommended by IRCONISL/DST and issued by appropriate authority. In this regard Agency has to give his manpower details such as Aadhar no and other details to IRCONISL for an issuance of Gate Pass. Agency has to intimate the same at least one day before.
- (D) All the trucks/tractors/trailers/cranes and other material handling equipment of the agency shall be duly registered, in accordance with Motor Vehicles Act or rules or any other acts, rule in force.
- (E) The Agency or any of their representative workers/agent shall not indulge in any activity which is directly or indirectly prejudicial to IRCONISL/DST’s interest or shall not commit any acts of a misappropriation, pilferage or abetting misappropriation or pilferage of DST’s property or any attempt thereof to offer or attempt offer illegal gratifications including offering bribe, reward or advantage etc. pecuniary or otherwise to any officer or employees of IRCONISL/DST. Indulge in any malpractice namely but not limited to forgery, falsification of documents, bills, vouchers, indents etc. in support or any claim against IRCONISL/DST for any reduction of any liability or in connection with work of IRCONISL/DST or indulge in any other act which amounts to an offence punishable under the Indian Penal Code or any other enactment.
- (F) During execution of work, Agency shall take care that any part or compartment of any machine shall not remain opened after their work and workspace used by agency should be neat and clean after completion of work.
- (G) No wire should be laid open/bare in the premises by agency in any circumstances.
- (H) All the Safety norms should be followed by agency. All employees/labour of the agency should wear PPE before entering into the work. Minimum PPE includes Safety Shoes, Hats/Helmets, Gloves, Safety clothes (Fire resistance) or instructed by IRCONISL, if agency neglects or ignore the safety

rule, then the penalty of Rupees 10,000/- shall be imposed by IRCONISL/DST and will be deducted from the running Bill.

- (I) The Contract shall be governed by and construed according to the **Applicable Laws**.
- (J) At any point of time of operation & maintenance of work if it comes to the notice of IRCONISL/DST that any work has not been executed as per the specification or requirement of IRCONISL/DST, the Agency shall remove or dismantle the same and reconstruct as per specification at their own cost.
- (K) If Agency fails to do any of its scope of work even after written communication of IRCONISL/DST, then IRCONISL/DST shall have the right to get the left out work done in part or in full at the risk and cost of the Agency either departmentally or through any other agency.
- (L) Agency shall abide by all safety regulations and standards during operation and maintenance works. Agency shall be solely responsible for safety of workers and equipment and IRCONISL/DST will not be responsible for any injury/mishap to the workers during operation and maintenance work.
- (M) Agency shall at all times indemnify and keep indemnified IRCONISL/DST against any and all claims by employees, workmen, companies, suppliers, agent(s), employed, engaged or otherwise working in operation and maintenance services covered under this Agreement, in respect of their wages, salaries, remuneration, compensation, payments or the like.
- (N) All claims regarding indemnity shall survive the termination or expiry of the Agreement.
- (O) In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act (VIII of 1923) including all amendments thereof, Authorized officer of IRCONISL/DST shall have full powers to retain out of any sums payable/becoming payable to the Agency, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said Act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The decision of the Authorized officer of IRCONISL/DST shall be final in regard to all matters arising under this clause and shall also be governed by the guidelines issued vide this Department's O.M No. Misc1/13/2018-CDN, dated 5th June, 2018.
- (P) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by Agency/Agency(s) for any subsequent engagement, service or employment in any capacity in any office or establishment of the Government of India or DST or in IRCONISL.
- (Q) Agency should provide specific uniform to their workers with badges & ID Card etc.
- (R) Agency shall not sublet his work to any other agency in any circumstances, no sub-Agency is allowed for this tender, however, if some specialized work which is to sublet/sub contract then the written approval of IRCONISL/DST is required before commencement of that specialized work.
- (S) The Agency shall produce whenever required by IRCONISL/DST any document for examination, any copy of or extract from any accounts, books, vouchers, receipts, letter, memorandum or any copy of or extract from any such documents and also furnish information as may be required relating to the execution of this contract or relevant for verifying or ascertaining payment made to persons employed by Agency, payment of statutory benefits like EPF, ESI etc. IRCONISL/DST decision on the question or relevancy of any document or information or returns will be final and binding on the Agency.
- (T) **Time Period of attending Complaints**

Specified period for attending to minor complaints shall be 24 hours. Every effort shall be made to attend to major complaints also within 72 hours. This will however depend upon the quantum & nature of work involved. Broad definitions of minor and major complaints are as under:

(a) Minor Repairs/ Complaints:

Repairs which can be attended by regular workmen employed on the job without any external assistance by means of routine materials, T&P etc.

(b) Major Repairs/Complaints:

Repairs which require external assistance in the form of specialized manpower, material and/ or T&P to attend/ rectify the same. It includes the equipment/ machine to be taken out for repairs etc.

10. TERMINATION OF CONTRACT /BREACH OF CONTRACT

(A) TERMINATION OF CONTRACT DUE TO FAULT OF AGENCY

In the event of Agency/agency's failure to fulfill any of the contract obligations, including not working as per clauses under this agreement, the Contract will be terminated & IRCONISL/DST's decision will be final and binding to Agency. Performance Guarantee of Agency shall stand forfeited.

(B) TERMINATION OF CONTRACT DUE TO FORECLOSURE/TERMINATION OF CONTRACT AWARDED BY DST TO PMC IRCONISL

In case the Client DST withdraws or terminate the Facility Management Services contract with the PMC Ircon Infrastructure & Services Limited, then Operation & Management services Contract awarded to the Agency shall stand terminated. No Claim whatsoever on this account will be entertained by IRCONISL/DST.

11. Penalties:

As per contract agreement, agency shall attend and rectify the complaint promptly & within specified time schedule but in case it fails to attend the same, the penalties as defined below shall be levied on **Agency** by **IRCONISL/DST** without prejudice to get the minor/major complaints executed through other agencies at the risk and cost of **Agency**.

- i. If any complaint of minor nature is not rectified in 24 (Twenty-Four) hours of its reporting, then recovery @ Rs. 1,000/- (One Thousand only) per complaint for next 48 (Forty Eight) Hours or part thereof for the period of non-attending/ rectifying the complaint shall be made from monthly bill of Agency. If the minor complaint is not rectified even after 72 (Seventy Two) hours of its reporting, then recovery @ Rs. 5,000/- (Five Thousand) per complaint per next 48 (Forty Eight) Hours or part for the period of non-attending/ rectifying the complaint shall be made from monthly bill of Agency.
- ii. In case IRCONISL/DST or his authorized representative found at any time during office hours that workmen deployed by Agency is 'Absent' or 'Absconding' from the work place without the prior permission of authorized representative of IRCONISL/DST, then recovery @ twice of the wages of the workmen for the period of absence along with pro-rata supervision charges shall be made from the monthly bills of Agency.

The Agency shall disburse salary to its deployed manpower inclusive of DA, if any, latest by 7th of every month, failing which penalty of Rs.2000/- per day will be imposed. If the agency fails to disburse salary to deployed manpower even after 14th day of the month, then the contract shall liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee will be encashed. The IRCONISL will have the power to appoint any other agency for the manpower services at the risk and cost of the Agency.

If anybody found to be consuming alcohol or any other intoxicating substance or carrying any inflammable substance, forthwith he/ she shall be expelled from the complex and shall be barred to enter again. Agency at its own discretion shall arrange alternative workman within 24 Hrs. In addition to this a penalty of Rs. 10,000/- per case shall be imposed and deducted from monthly bills.

12 IN THE EVENT THAT THE CONTRACT IS TERMINATED

The Agency shall furnish IRCONISL with a detailed handing over plan and schedule at least one (1) month prior to the effective date of termination of contract. The handing over plan and the detailed schedule shall be subject to IRCONISL approval.

The Agency shall be responsible to conduct a detailed handover of the complete system to the next Agency during last one (1) month of the contract. The handover shall be conducted concurrently with the ongoing normal support required of the Agency without affecting the maintenance of a service level. Similarly, if the Agency is asked to take over the maintenance of a system, he is to work with the previous maintenance personnel to understand the system. The taking over of the system shall be conducted concurrently with the ongoing normal maintenance support required of the Agency without affecting the operation & maintenance service level.

Proper documents will be exchanged between both the parties (IRCONISL and the Agency) at the beginning of the contract and during handing over of the job on expiry of the contract and/or on termination. These documents will clearly indicate the details of the state of equipments, the inventory and asset details; the knowledge base, drawings, O&M Manuals, and the data transferred etc. when placed under the services of the vendor and at the time of handing over. The documents will be duly signed by the authorized representatives of IRCONISL and the Agency.

13 HOLIDAYS

According to DST requirement, the manpower to be deputed on holidays may change. Therefore, the Agency has to cooperate on such issues.

Definition of Holiday: Holidays, declared by DST in a calendar year for Delhi.

14 AGENCY'S OBLIGATION

14.1 The following facilities shall be provided by the Agency to its staff working at the site without any extra cost to IRCONISL/DST. It is deemed that cost towards these facilities is already included in the quoted price by bidders.

- i) PPE (Personnel Protective Equipment's) etc.
- ii) Tools and Tackles etc.
- iii) Ladders / Stools etc.

14.2 The Agency shall:

- a) Ensure that its Facility Manager/Supervisors are equipped with mobile phones.
- b) Provide a roster chart giving service wise deployment plan.
- c) Maintain all plants and machineries on regular basis and shall arrange for all durables, consumables, tools, equipment's & machinery required for the maintenance work.
- d) Agency shall provide uniforms and shoes to all workmen, suitable for summer and winter season. Following items are to be provided to each and every workman in a year:
 - ♣ Two Sets of trousers,
 - ♣ Two sets of cotton shirts
 - ♣ One pair of safety shoes of Bata or Liberty or equivalent make
 - ♣ One pullover before onset of winter.
 - ♣ ID Cards for the manpower deployed. Colour of the uniform to be decided mutually between Agency & IRCONISL/DST. Before issuing uniform, it is the responsibility of Agency to get the approval regarding the quality of uniform by IRCONISL.
- e) Agency has to ensure that all his staffs attend duty in proper uniforms. Cost of uniform shall be considered to be included in the quoted rate and no separate payment towards this account is tenable.

- 14.3 The Agency shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities
- 14.4 Staff deployed by the Agency shall perform their duties in the premises of DST with due diligence and take all precautions to avoid any loss or damage to the Government property/ person.
- 14.5 Be it private or public areas, security personnel of the DST shall have the authority to frisk the staff of the Agency while entering or leaving the premises of the DST.
- 14.6 The Agency shall ensure regular and effective supervision of the personnel deployed by him.
- 14.7 Agency has to submit documentary evidences along with monthly invoice towards depositing of PF and ESI payment against each workman.
- 14.8 Payment to workmen is to be paid by Agency either by Cheque or through electronic transfer to all workmen by 7th of each calendar month. Documentary evidence towards payment to be attached along with monthly invoice.
- 14.9 The Agency shall ensure that its employee(s)/ labourers refrain from smoking / consuming alcohol and other intoxicant substance or carrying any inflammable substances etc., inside the premises. If anybody found to be consuming alcohol or any other intoxicating substance or carrying any inflammable substance, forthwith he/ she shall be expelled from the premises and shall be barred to enter again. Agency at its own discretion shall arrange alternative workman within 24 Hrs, failing which penalty shall be imposed as per the terms and conditions as already specified in the bid.
- 14.10 Coordination with other agencies: Agency shall be responsible for proper coordination with other agencies operating at the site of work so that work may be carried out concurrently, without any hindrance to others. DST/IRCONISL shall resolve disputes, if any, in this regard, and their decision shall be final and binding on the Agency.
- 14.11 Conduct, discipline and sanctioning of leave: The Agency being the employer of the workmen shall be responsible to control day to day conduct and discipline of the workmen so as to maintain congenial working environment in DST premises. The Agency shall be responsible to control the leave of the workmen and provide replacement for leave/absence.

15. PERSONNEL/MANPOWER

The Agency shall deploy competent, skilled and trained personnel having minimum requirements to perform services under this agreement. All personnel shall carry proper identity cards and shall be dressed in uniform with badges displaying their name and designations at all times while on duty. The staff shall maintain discipline and conform to office etiquette. IRCONISL may at any time instruct to remove undesirable staff of the Service provider at their sole discretion. The IRCONISL/DST can also verify the qualification of the deputed staff in line with the guidelines provided in Scope of Works. **No child labour will be permitted at any circumstances.**

16.0 WAGES AND INCENTIVES

- 16.1 Agency should understand statutory obligations of principal employer. Accordingly, the Agency shall ensure payment of Minimum wages + fixed allowance to the Employee.

17.0 STORAGE AND CONSUMPTION OF MATERIALS AT SITE

- a) IRCONISL/DST shall not be responsible for providing any storage accommodation for the materials arranged by the Agency. In case of any materials being provided or arranged by

IRCONISL/DST, the Agency shall make his own arrangements for storage of same.

- b) Agency shall store the materials ensuring safety against damage by sun, rain, dampness, fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose at his cost. If the watch and ward is provided by IRCONISL/DST, the agency shall be liable to pay proportionate cost to IRCONISL/DST.
- c) Materials brought to the site by the Agency shall be deemed to be the property of the DST and will be under the control of the IRCONISL/DST. Agency shall not remove these materials from the site without the written permission of IRCONISL/DST.

18.0 RECORD OF MATERIALS

The Agency shall on demand produce to IRCONISL/DST original receipts/vouchers/invoices in respect of the supplies. The Agency shall ensure the materials brought to site are in sealed containers/packings bearing manufacturers marking & to ensure validity of useful life of material is not expired.

The above obligations are without prejudice to the other obligations of the Agency.

The agency shall prepare and maintain the record register wherein, all the stock is maintained.

19.0 PROTECTION & CARE OF WORKS

The works are to be protected as asked by IRCONISL/DST. Protection is required for all hazardous works and during installation, testing & commissioning of work. The cost of safety measures & other gadgets etc. shall be deemed to be included in the quoted rates and nothing extra shall be paid for the same. The agency is required to use Placards/ warning sign or barricading to prevent unauthorized person to enter in the hazardous area of works.

Care shall be taken by the agency during operation & maintenance of the work to avoid damage to the existing buildings or any material to be used in operation & maintenance work.

They shall also be responsible for repairing / replacing all such damages and restoring the same to the original finish at their cost.

They shall also remove all unwanted and waste materials arising out of operation & maintenance of work from the site from time to time as directed by engineer in charge.

20.0 CO-ORDINATION MEETING

The Agency shall be required to attend Co-ordination meetings with DST and IRCONISL, at DST Premises, or any place as decided by IRCONISL/DST during the period of contract. All costs incidental to such interaction shall be borne by the Agency.

21.0 ACTION IN CASE OF BAD WORK

If it shall appear to the IRCONISL/DST or to any other inspecting agency of Government/State Government/Owner where the operation & maintenance work is being executed, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the agency shall on demand in writing specifying the work, material or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith

rectify, or remove and reconstruct 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 at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by IRCONISL/DST in his demand aforesaid while the agency failure to do so shall continue, IRCONISL may rectify or remove and re-execute the work or remove and replace with others, the material or articles complained of as the case may, be at the risk and expense in all respects of the agency.

22.0 NO COMPENSATION CLAUSE

The agency shall have no claim whatsoever for compensation for idle charges against IRCONISL/DST on any ground or for any reason, whatsoever.

23.0 MATERIALS OBTAINED FROM DISMANTLEMENT TO BE OWNER'S PROPERTY

All materials like stone, boulders and other materials obtained during the work of dismantling, excavation etc. will be considered DST property and such materials shall be disposed-off to the best advantage of DST according to the instructions in writing issued by IRCONISL/DST.

24.0 ACCEPTED RATE APPLICABLE TILL THE COMPLETION OF WORK

The rate quoted shall be all inclusive of and in accordance with the provisions of Minimum wages Act. The Agency shall comply with all the requirement of the contract labour (regulations and abolition) Act, 1970 and the Rules made hereunder (including latest additions, amendments) etc. and other statutory provisions like Provident Fund Act. ESIC, Leave, Uniform, Allowances etc. The Agency shall obtain license, wherever required, at his own cost without any claim or reimbursement from DST/IRCONISL. Any revision in the minimum wages by the **Government** during the tenure of the contract will be effective and paid to agency as applicable from time to time. The difference in rates (Revised rates effected by **Government** *minus* original rates on which the tender for **O&M Works** was invited by **Ircon ISL**) shall be payable to agency.

Quoted amount shall also include the following:

Cost of providing Personal Protective equipment (safety shoes, helmets, gloves etc.), proper dress/uniform, whistle, lathis/baton, torch etc. to the workmen deployed on the work.

All prevailing taxes, duties, cess etc.

Cost of observance of all safety regulations as stipulated by IRCONISL and/or the requirement/specifications for such works.

The liabilities towards and facilities for its workmen deployed for the work by the Agency.

The following items are included in the quoted rate and no separate payment shall be tenable to the O&M agency/Agency:

- a) Salary of all workmen including facility manager and supervisors.
- b) ESI Payment
- c) Bonus Payment
- d) PF Payment
- e) Leave salary per month basis
- f) Charge for Uniform during Summer & Winter and Shoes
- g) Laundry Charges for the Uniforms & Conveyance Paid to and from the work place.
- h) Cost of providing reliever.

25.0 RECORDS TO BE PRODUCED BY THE AGENCY FOR INSPECTION

The Agency shall whenever require by IRCONISL/DST or his authorized representatives produce or cause to be produced for examination any copy of or extract from any accounts, books, vouchers, receipts, letter, memorandum or any copy of or extract from any such documents and also furnish information as may be required relating to the execution of this contract or relevant for verifying or ascertaining payment made to persons employed by Agency, payment of statutory benefits like EPF, ESI etc. IRCONISL/DST decision on the question or relevancy of any document or information or returns will be final and binding on the Agency.

The work may be inspected by the IRCONISL/DST/ Statutory Authority etc. and Vigilance Department of IRCONISL/DST/ CTE of CVC etc. and the Agency is bound by their decisions in respect of quality, quantity and amount payable / recoverable under this contract.

26.0 IMPLEMENTATION OF QUALITY, SAFETY, HEALTH AND ENVIRONMENT MANAGEMENT SYSTEM

The agency will own the ultimate responsibility of all respect of safety, Health and Environment upkeep of the work place and it's surroundings.

27.0 CONTRACT AGREEMENT

The Contractor shall enter into and execute the Contract agreement in the form of agreement as annexed with tender documents, within **28 days** from the date of issue of Letter of Acceptance. The stamp papers of the requisite value as per the prevailing laws shall be provided by the Agency at his own cost. Original agreement shall be retained by the IRCONISL/DST and a certified copy shall be made available to the Agency.

28.0 VITIATION OF CONTRACT

The contract shall not be vitiated by any inadvertent error of any kind in the surveys, information, specification drawing or schedule of quantities.

29.0 MAINTENANCE OF SITE RECORDS

The agency shall maintain date wise records of all activities of maintenance of works with manpower deployed, location attended to be submitted along with the monthly bill. All the maintenance records as decided by IRCONISL.

Site Order Register: The contractor shall promptly sign the order given therein by IRCONISL/DST and comply with them. The compliance shall be reported by the Agency to IRCONISL/DST in reasonable time to enable IRCONISL to check the same.

Manpower Register: The register will be maintained to show the daily strength of manpower in different categories employed by the Agency. The same shall be signed daily by representatives of Agency and IRCONISL for their correctness.

Plant and Machinery Register: The particulars of machineries with Agency in working condition and working at site to be recorded jointly on each day.

Staff Deployment Register: The register of staff at work site shall be maintained on daily basis.

30.0 DIRECTION FOR WORKS

30.1 All works under the contract shall be executed under the direction and subject to approval in all respect of IRCONISL who shall be entitled to direct at whatever point or points and in whatever manner works are to be commenced and executed.

- 30.2 IRCONISL/DST shall communicate or confirm their instructions to the agency in respect of the execution of work during their site inspection in a “Works Site Order Book” maintained at the site office of IRCONISL. The agency or its representative shall confirm receipt of such instructions by signing against the relevant orders in the book.

31.0 WORK IN MONSOON AND RAIN

The work may entail working in the monsoon also , so the Agency must maintain manpower and plan the activities accordingly. No special/extra rate will be considered for such work in monsoon. The agency’s rate shall be considered inclusive of cost of dewatering due to rains required if any and no extra rate shall be payable on this account. The stipulated period for completion of project includes the monsoon period, holidays & festivals.

- 32.0** Updation of Labour data on Indian Railways shramikkalyan portal by Contractor.

- 33.1** Contractor shall abide by the provisions of payment of wages act and minimum wages act in term of clause no. 40.0: “Wages of labour” of IrconISL’s General Condition of Contract. In order to ensure the same, an application has been developed and hosted in website ‘www.shramikkalyan.indianrailways.gov.in’. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of portal shall be done as under.

(a) Contractor shall apply for one time registration of his company/firm etc. in the shramikkalyan portal with requisite details subsequent to issue of letter of acceptance. Engineer shall approve the contractor’s registration on the portal within 7 days of receipt of such request.

(b) Contractor once approved by the engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOA’s issued in his favour.

(c) The contractor once registered on the portal, shall provide details of his letter of acceptance (LOA)/Contract Agreement on shramikkalyan portal within 15 days of issue of the LOA for approval of the concerned engineer. Engineer shall update (if required) and approved the details of LOA filled by the contractor within 7 days of receipt of such request.

(d) After approval of LOA by the Engineer, Contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment of them in shramikkalyan portal on monthly basis.

(e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour and payments made thereof after each wage period.

- 33.2** While processing payment of any ‘On Account bill’ of ‘Final Bill’ or release of ‘Advances’ or ‘Performance Guarantee/ Security Deposit’, contractor shall submit a certificate to the Engineer or Engineer’s representative that “I have uploaded the correct details of contract labours engaged in connection with this contract and payment made to them during the wage period in Railways shramikkalyan portal at ‘www.shramikkalyan.indianrailways.gov.in’ till _____Month,_____Year.”

34.0 JURISDICTION OF COURTS

In case of any disputes arises between the parties (Employer/Engineer and the agency) out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, efforts shall be made to reach amicable settlement of disputes.

In case there is no mutual settlement of the dispute the jurisdiction of courts for dispute resolution shall be the courts of New Delhi.

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SECTION -VI

SAFETY, HEALTH AND ENVIRONMENT SPECIFICATIONS

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| SECTION - 1 SAFETY |
|-------------------------------------|

1.0 The Safety may be defined:

1. State of being "safe", the condition of being protected from harm or other non- desirable outcomes. Safety can also refer to the control of recognized hazards in order to achieve an acceptable level of risk.
2. Relative freedom from danger, risk, or threat of harm, injury, or loss to personnel and/or property, whether caused deliberately or by accident.
3. Safety means keeping yourself and others free from harm or danger. It also means to avoid accidents by being careful with what you are doing.

Construction is one of the most dangerous industries. Be it a fall, a mechanical malfunction, Men–Machine Interaction, or problems with exposure, construction workers can face serious injury while on the job. A good Safety Management System can go a long way to help prevent accidents and occupational hazards. The purpose of the Safety (& Occupational Health) Services for the staff/ workers is:

- a) Identification & assessment of the risks from various hazards in the work place.
- b) Advising on planning & organization of work & working practices.
- c) Providing advice, information, training & education on Safety.
- d) To implement the requirements as per ISO Standards, and IS Specs. such as IS: 18001, IS: 3786, IS: 15656, BOCWA - 1996.

1.1. Contractor’s Safety Organization:

To make successful implementation of the safety plan, the contractor/agency shall formulate the Safety Organization at project. Safety organization consists of:

- a) Safety Officer {1}
- b) Safety team members (all engineers / supervisors working at sites)

{1} If the Contract Price is equal or more than Rs. 25 Crores, then a full-time qualified Safety Office {2} is to be appointed by the Contractor. For works having Contract Price less than 25 Crore, an Engineer (Degree in Engineering) can be nominated as Safety Officer {3}

{2} Minimum Qualification of Safety Officer: Any one of the following:

- i) B.Sc. / Diploma in Engg. with Advanced Safety Management Diploma from Central Labour Institute / Regional Labour Institute at Mumbai/ Chennai / Kolkata / Kanpur and Faridabad (Haryana)
- ii) B.Sc. (Physics/Chemistry/Maths) with one-year Full Time Advanced Safety Diploma from NICMAR, Hyderabad,
- iii) B.Sc. (Physics/Chemistry/Maths) with one-year Full Time Diploma in Safety Engineering offered by West Bengal State Technical Education Departments and similar courses by other states

- iv) Degree in Science / Diploma in Engineering with Govt. recognized Safety Diploma from Correspondence Course of NICMAR, Annamalai University, National & State Productivity Councils, other state Technical Education Boards etc.
- v) Graduate in any discipline and International qualifications like CSP (Certified Safety Professional), NEBOSH (National Examination Board in Occupational Safety and Health, UK)

{3} for nominated Safety Officer:

- i) Degree in Engineering or Technology or Architecture with practical experience of at least 2 years;
- or
- ii) Diploma Engineering or Technology with practical experience of at least 5 years

1.2 Responsibilities & Accountability of the Contractor /Agency

It is the obligation of all Contractors, Sub-contractors and their petty contractors to become familiar with and adhere to the provisions of the Safety (and Health & Environment) Management System as per relevant ISO standards, Ircon Infrastructures & Services Limited Safety, Health, and Environment (SHE) Policy, and contractual obligation to provide a safe and healthful working environment for their employees and for the persons at the site who may be affected by their work.

The contractor/agency shall submit CVs of Safety Officer/s for engagement at site/s.

1.3 (i) Documented Information: The contractor/ Agency shall formulate and maintain the following documents:

1. Development of Safety (& Health) Monitoring Plan
2. Setting of 'Safety & Health Objectives' of the project or particular process of the project
3. Maintaining of Applicable Legal & Other Requirements Register and to ensure that all statutory and Safety (& health) requirements are being met.
4. Implementation of BOCWA - 1996
5. Identification of hazards for each activity and analyze the corresponding risks. The preparation and implementation the control procedure to eliminate / substitute/ minimize the risk.
6. Maintenance all equipment's, tools, tackle & implements in a safe & serviceable condition.
7. Periodic testing & servicing of all the tools & tackles is to be ensured and testing records to be maintained.
8. Ensure 'Permit to Work' for all hot works and other critical works.
9. For Electrical Works ensure 'Lock Out, Tag Out'
10. All near miss should be reported to Ircon Infrastructures & Services Limited
11. Complete and promptly submit an accident, unusual occurrence or dangerous incident report.
12. A plan should be in place to face any Emergencies concerning Safety
13. Emergency Control Procedures
14. Training Records
15. Records of Internal Audits

1.3 (ii) Provision of Safety Protection Arrangements at Sites: The contractor/ Agency shall make the following provisions at sites:

1. Safety Induction Training should be provided to each and every one before deploying at site. The induction shall include, but not limited to:
 - a. Safety requirement.
 - b. Fire prevention.
 - c. Emergency procedures.
 - d. Security requirement.
 - e. Housekeeping procedures.
 - f. Use Personal Protective Equipment as required.
2. The Contractor shall issue the identity card to each and every person engaged related to the contract works.
3. Sufficient Numbers of Safety and Health Related Posters to be displayed at site.
4. Safety instructions regarding use of P & M shall be pasted at appropriate places.
5. Conduct daily "Toolbox Meeting" before start of work and keep the records.
6. Organize safety meetings with Safety Officer as chairman at least once in a month and keep the records & photographs of the same.
7. Provide Personal Protective Equipment for all employees, free of cost.
8. The Contractor shall ensure that all equipment, plants and machines engaged at site are checked and passed as per the Safety norms.
9. Suitable guards shall be ensured on all moving parts of machines.
10. Access to Working Areas Below Ground Level: For excavation depth exceeding 1.5M (but less than 3M) and of minimum size of 1M x 3M (Width x Length), a steel step ladder with tread 30cm and rise 15cm and with hand rails should be used for way in / out. If the depth of excavation is more than 3M then an access steel tower staircase should be used. When the size of excavation being carried out mechanically is quite large with minimum width of 3M and length at least two times the width then for depth exceeding 1.5M (but less than 3M) steps cut in firm ground at least at two locations may serve the purpose, if approved by Site In-charge. For deep excavations more than one steel tower staircase accesses are required.
11. Access to Working Areas Above Ground Level: Working above ground level or work at height means work in any place where, if precautions were not taken, a person could fall a distance liable to cause personal injury. You are working at height if you: 1) works above ground/ floor level. 2) are working on a ladder or a flat roof 3) could fall from an edge, through an opening or fragile surface or a hole in the ground. For access to / out of working areas at height steel step ladders with tread 30cm and rise 15cm and with hand rails should be used. The working platform (steel only) should be stable without any slippery surface, with 15cm toe board and guard rails at 90cm and 120 cm heights. While working at heights, the workers should wear body harness belts and the hooks should be anchored with solid and non yielding support above shoulder height, always.
12. All fall prone areas such as slabs, opening in slabs, column heads, bridges during erection etc. should be protected by hard barricades like pipe barricades.
13. Provide Fire Extinguishers/ Fire Stand at each flammable locations and as suggested by the Safety Officer/ the Engineer/ the Project Head.
14. Suitable Storage space for storage of Oxygen and LPG Cylinders as per standards is to be developed by the Contractor/ Agency.
15. For metal cutting works, a trolley shall be used to carry cylinders. The use of good conditioned gas pipes shall be ensured and non-return valves and flash back arrestors shall be used at either end of each pipe. The Cutter shall always use good quality goggles.
16. The welding shall be carried out using Rectifiers and there will be no joint in the leads. The return current lead should be clamped with earth. A good quality welding shield shall be used by the welder.

17. The erected Pre-cast girders or any other element should be supported by steel members to ensure stability during construction stage.
18. Cooperate with Ircon Infrastructures & Services Limited and other subcontractors working in the vicinity in maintaining safety and health at workplace.
19. Report immediately to Ircon Infrastructures & Services Limited, all fatal, serious occupational injuries, incapacity for more than 3 days or illness (requiring hospitalization). The contractor must investigate these incidents and should submit a complete report within 24 hours of the occurrences.
20. All lifting equipment/ cranes/ wire ropes shall carry load test certificate.
21. The cranes and Hydra cranes shall be fitted with Safe Load Indicator (SLI).
22. The construction area shall be barricaded properly or as instructed by Site In-charge.
23. Shall maintain the smooth traffic if working near running traffic. Suitable safety measures shall be in place while working near running traffic / railway track. While working near running track, the instructions of Railway's and Site In-charge shall be followed in to.
24. For road works, suitable traffic diversion with all sign boards as per IRC Specs. should be installed. The excavated area or any other area that pose danger to the running traffic should be hard barricades using either steel guards or New Jersey Barriers or any other method as approved by Site In- charge.
25. For power distribution at site, proper distribution boards with lock & key arrangements and fitted with rain protection hood and having MCB controlled power sockets , 30mA ELCB should be used.
26. All power cables to supply power at site should be joint free and laid properly either overhead or underground.

For all the above said Safety (& Health) points, Documented Information are to be maintained by the Contractor / Agency and shall be checked by Ircon Infrastructure & Services Limited from time to time. With the monthly bills original copies of all these Documented Information are to be submitted to Ircon Infrastructure & Services Limited.

1.4 FUNDAMENTAL SAFETY RULES APPLICABLE TO EACH EMPLOYEE AND WORKERS

1.4.1 ALCOHOL / BANNED DRUGS

Anyone found to be under the influence of alcohol or banned drugs will be suspended forthwith. This offence amounts to gross misconduct and will result in disciplinary action being taken. PH reserves the right to request alcohol and/ or drugs tests at anytime should there be probable cause.

1.4.2 PLANT AND EQUIPMENT

All plant and equipment must be in good condition. Any defect in plant or equipment must be notified by the Contractor/ Agency Engineer, and the item withdrawn from service until repaired or replaced. A suitable guard should be in use over all the movable parts.

All electrical equipment must be supported by certificate confirming its last inspection date.

1.4.3 PLANT CERTIFICATES

All plant requiring certification, whether for the machine, the operator or process, must arrive with the machine and the records are to be maintained. Any changes in circumstances must also be notified and recorded (e.g. change of driver / machine).

1.4.4 PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Contractor/ Agency shall ensure that PPE must be worn for all activities at the site. The minimum PPE for Head, Foot and Eye Protection must be worn by all (including executives) during all times at site. For particular activities requiring specified PPE the same must be provided by the Contractor/ Agency in time.

1.4.5 METHOD STATEMENTS AND RISK ASSESSMENTS

Work must be carried out in compliance with the Method Statements and Risk Assessments that have been prepared for that activity. Nobody should proceed until he/ she is familiar with the assessment / statement and the restrictions imposed by it.

1.4.6 WELFARE FACILITIES

The contractor/ agency shall provide canteen and welfare facilities for all workforce at site, and the same must be maintained in a clean condition. The dustbins are to be provided for disposing waste food and packaging.

1.4.7 REPORTING ACCIDENTS AND/ OR INJURIES

All near miss, accidents and/or injuries must be reported to the Site In- charge/IrconISL. A detailed investigation report is to be prepared by the contractor/ agency and to be submitted to Ircon Infrastructure & Services Limited.

1.4.8 LOCATION OF FIRST AID KIT

First Aid Kit(s) shall be provided at suitable location(s) and the locations are to be identified clearly. Schedule "H" drugs are prohibited in First Aid kit.

1.4.9 EMERGENCY PROCEDURES/ASSEMBLY POINT/ EMERGENCY TELEPHONE NUMBERS

A suitable assembly point is to be marked for assembling in case of any emergency situation arisen. The Important and Emergency Contact Numbers are to be displayed on a board readable from a distance and letters should be 7.5cm (minimum) in height and 1.2cm (minimum) in thickness.

1.4.10 MATERIAL HANDLING

The contractor/ agency shall ensure that proper & certified tools and equipment are available for material handling and heavy lifting work.

1.4.11 WORKING AT HIGH ELEVATION

The contractor/agency shall pay special attention to avoid fall while working at site by using fall arrestors, body harness, proper working platform with railing and toe boards. The persons engaged for working at height should be given proper training.

SECTION – 2 HEALTH

2.0. The term ‘Occupational Health & Safety’ covers services entrusted with essentially preventive functions & responsibilities for staff, workers & their families. The purpose of the Occupational Health & Safety services for the staff/ workers is:

- a) Identification & assessment of the risks from health hazards in the work place.
- b) Advising on planning & organization of work & working practices.
- c) Providing advice, information, training & education on occupational health, safety & hygiene.
- d) To implement the requirements as per ISO Standards, and IS Specs. such as IS: 18001, IS: 3786, IS: 15656, BOCWA - 1996.

2.1 Contractor’s Occupational Health Organization:

To make successful implementation of the occupational health (& safety) plan, and to fulfil objectives as per IronISL’s SHE Policy, formulation of occupational health organization shall be the sole responsibility of the Contractor/ Agency. For this the contractor / agency shall establish the organization consists of:

- a) Health Officer {1}
- b) Health team members (all engineers / supervisors working at sites)

{1} If the Contract Price is equal or more than Rs. 100 Crores, then a full-time qualified Health Officer {2} is to be appointed by the Contractor. For works having Contract Price less than 100 Crores, an Engineer (Degree in Engineering) can be nominated as Health Officer {3}

{2} Minimum Qualification of Health Officer

- i) MBBS degree from a medical institute recognized by the Medical Council of India,
- or
- ii) Recognized degree or diploma in industrial health or equivalent post- graduate certificate of training in industrial health.

{3} For nominated Health Officer:

- i) Degree in Engineering or Technology or Architecture with practical experience of at least 2 years;
- or
- ii) Diploma Engineering or Technology with practical experience of at least 5 years

2.2 Responsibilities & Accountability of the Contractor / Agency:

It is the obligation of all Contractors, Sub-contractors and their petty contractors to become familiar with and adhere to the provisions of the Occupational Health (and Safety & Environment) Management System as per relevant ISO standards and contractual obligation to provide a safe and

healthful working environment for their employees and for the persons at the site who may be affected by their work. The contractor/agency shall submit CVs of Health Officer/s for engagement at site/s.

2.3 (i) Documented Information: The contractor/Agency shall formulate and maintain the following documents:

1. Development of Health (& Safety) Monitoring Plan
2. Setting of 'Safety & Health Objectives' of the project or particular process of the project.
3. Maintaining of Applicable Legal & Other Requirements Register and to ensure that all statutory and Health (& safety) requirements are being met.
4. Implementation of BOCWA – 1996
5. List of identified Hazards of construction activities and Risk analysis of these identified Hazards. The preparation and implementation the control procedure to eliminate / substitute/ minimize the risk.
6. Medical services: To meet any emergency, any nearby hospital should be on the panel of contractor/ agency and Address of the Hospital and Phone Numbers of Concerned Persons to be contacted should be displayed on a board readable from a distance and letters should be 7.5cm (minimum) in height and 1.2cm (minimum) in thickness. Suitable transport arrangement should be promptly made to carry the sick or injured workers to the nearby hospital or other equivalent treatment center.
7. The mock drills are required to be conducted and Records of Mock drills to be maintained.
8. Keeping the records of Material Safety Data Sheet (MSDS) of Chemicals and other hazardous construction materials.
9. A plan should be in place to face any Health Emergencies due to spread of Vector-borne diseases and epidemic or any other disease.
10. Emergency Control Procedures
11. Training Records
12. Records of Internal Audits

2.3 (ii) Provision of Occupational Health and Safety Protection Arrangements at Sites: The contractor/ Agency shall make the following provisions at sites:

1. Sufficient Numbers of Safety and Health Related Posters to be displayed at site.
2. Availability of drinking water
3. Availability of toilet facilities
4. Availability of First Aid Box
5. Availability of trained First Aider.
6. The sites where 'Working at Height' is involved, for rescue, at least one Inertia Reel – a safety device must be available.
7. Proper lighting system should be in place at site of work.

2.4 Labour Camps:

Camp sites should:

- Be provided with portable drinking water and proper drainage facilities.
- Meal rooms & canteens with (1) a sufficient number of tables & chairs or benches, (2) drinking water; (3) adequate facilities for cleaning utensils, etc.;
- The accommodation should be effectively protected from weather, ground moisture, mosquito etc.
- Suitable provisions should be made for lighting, ventilation and sanitation.
- Adequate washing facilities should be provided for all workers, in which (1) There is a sufficient flow of clean water; (2) There is adequate means of removing waste water;

Construction Sites should:

- be provided with portable drinking water
- Meal rooms & canteens with (1) a sufficient number of tables & chairs or benches, (2) drinking water; (3) adequate facilities for cleaning utensils, etc.;
- Suitable provisions should be made for lighting, ventilation and sanitation.

For all the above said Health (& Safety) points, Documented Information are to be maintained by the Contractor / Agency and shall be checked by Ircon Infrastructure & Services Limited from time to time. With the monthly bills original copies of all these Documented Information are to be submitted to Ircon Infrastructure & Services Limited.

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| SECTION – 3 ENVIRONMENT |
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3.0 During construction works many by-products and effluents are generated like residue dusts, wastewater, air emissions, noise emission etc, which are discharged into the surroundings and create imbalance in the environment.

There are numerous laws, regulation and statutes, which govern and direct the construction processes with the aim and purpose to eliminate/ substitute/ minimize the various kinds of pollutants in the environment.

Contractor(s)/ Subcontractor(s)/ Agency shall confirm to all the Indian Environmental Laws and Codes, and objectives of IrconISL are SHE Policy, as are applicable to their construction activities. To specify a few, the Contractor shall comply with but not limited to:

- Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 (BOCWA)
 - Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Central Rules, 1998 (BOCWR).
- Environment Protection Act,1986 (Amended 1991)
 - The Hazardous & Other Wastes (Management & Trans-boundary Movement) Rules,2016
 - E-Waste (Management) Rules 2016
 - Batteries (Management & Handling) Rules,2001
- The Air (Prevention and Control of Pollution) Act,1981 (Amended 1987)
 - The Noise Pollution (Regulation and Control) Rules, 2000
- The Water (Prevention & Control of Pollution) Act,1974 (Amended 1988)
- The Water (Prevention & Control of Pollution) Cess Act, 1977 (Amended 1992)
- The Indian Forest Conservation Act, 1980 (Amended 1988)
- The Wild Live (Protection) Amendment Act, 2006.
- The Factories Act, 1948 (Amended 1987)
- Motor Vehicle Act,1988
- Delhi Fire Service Act, 2007
- Petroleum Act,1934
- The Explosives Act, 1884
- Electricity Act, 2003
- Agreement with IrconISL/ Client
- ISO 14001 Standards

3.1 Nomination of Environmental Officer

Contractor shall nominate one Environmental Officer {1}. The Environmental Officer shall monitor and control environmental matters associated with the execution of Contract.

{1} If the Contract Price is equal or more than Rs. 100 Crore, then a full time qualified Environment Office {2} is to be appointed by the Contractor. For works having Contract Price less than 100Crore, an Engineer (Degree in Engineering) can be nominated as Environment Officer {3}

{2} Minimum Qualification of Environment Officer

- i) Govt. recognized PG Degree / PG Diploma / Degree in Environmental Engineering / Science;

or

- ii) Post Graduate Diploma in Industrial Safety & Environmental Management (PGDISEM) from any of the National Institute of Industrial Engineering.

{3} For nominated Environmental Officer:

- i) Degree in Engineering or Technology or Architecture with practical experience of at least 2 years;

or

- ii) Diploma Engineering or Technology with practical experience of at least 5 years

3.2 Responsibilities & Accountability of the Contractor /Agency

It is the obligation of all Contractors, Sub-contractors and their petty contractors to become familiar with and adhere to the provisions of the Environment (and Safety & Health) Management System as per relevant BS/ ISO standards and contractual obligation to prevent the environment de-gradation due to construction activities and other construction related activities and do something good to enhance the environment.

The contractor/agency shall submit CVs of Environment Officer/s for engagement at site/s.

3.3 (i) Documented Information: The contractor/ Agency shall formulate and maintain the following documents:

1. Development of Environmental Management Plan for the project activities
2. Setting of 'Environmental Objectives' of the project or particular process.
3. Maintaining of Applicable Legal & Other Requirements Register and to ensure that all statutory and environmental requirements are being met.
4. Preparation of Environmental Aspect of activities and its significant Impacts.
5. Preparation of Operational Control procedures for significant impacts.
6. Ensure proper liaison with Department of Forest and other Local Government Departments and to provide support to the officers of Ircon Infrastructure & Services Limited and external agencies during their inspection.
7. A plan should be in place to face any Environmental Emergencies.
8. Emergency Control Procedures.
9. Training Records.
10. Records of Internal Audit

3.3 (ii) Provision of Environment Protection Arrangements at Sites: The contractor/ Agency shall make the following provisions at sites:

1. Environment Control requirements at borrows areas, quarries and Construction Camps.
2. Environment Control requirements at Crusher plant, Hot mix plant, WMM plant, Batching plant, Casting yard etc. such as control of dust (in cement silo filter should be provided), reduction in noise generation.
3. Environment Control Requirements during transport of material like covering of dump trucks, avoid over loading.
4. Environment Control requirements during Drilling and Blasting
5. Environment Control Requirements at Dumping Sites
6. Monitoring of Air Quality including dust pollution and Control
7. Water Quality Monitoring and Control
8. Ensure PUCC for all DGs, vehicles and all construction machines & equipment having IC Engine.
9. Noise Monitoring and Control
10. Hazardous Waste Monitoring and Control
11. Contaminated Site Monitoring and Control
12. Increase awareness level through environmental training for the construction supervision site staff.

For all the above said Environment points, Documented Information are to be maintained by the Contractor / Agency and shall be checked by Ircan Infrastructure & Services Limited from time to time. With the monthly bills original copies of all these Documented Information are to be submitted to Ircan Infrastructure & Services Limited.

For the convenience, the above said Documented Information on Safety, Health and Environment may be submitted in book form on monthly / quarterly basis after taking the approval for such submittals from Project Head/ the Engineer.

SECTION-VII

Technical Specifications

TECHNICAL SPECIFICATION

Specifications as prescribed by OEM vendors for Annual Maintenance Contract of various MEP services at DST , CPWD Specifications or as directed by IRCONISL/DST

SECTION-VIII

**General Conditions of Contract
(Separately enclosed)**

**General Conditions of Contract
(GCC)**

- i. IrconISL's General Condition of Contract will form part of the tender/ contract documents.
- ii. Additional definitions mentioned in these tender documents elsewhere will be followed for GCC.
- iii. In case of any ambiguity in any definition, the decision of IrconISL regarding the interpretation shall be final and binding.
- iv. Wherever there is conflict in any condition between General Conditions of Contract (GCC) and Special conditions of Contract (SCC) mentioned in the tender documents, the conditions mentioned the Special conditions of Contract will prevail. However, Engineer's decision in this connection shall be final and binding.
- v. IrconISL's General Condition of Contract has been attached separately in this tender.

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SECTION-IX

CERTIFICATE OF FAMILIARIZATION

CERTIFICATE OF FAMILIARISATION

- A.** I/We hereby solemnly declare that I/We have visited the site/place of work and have familiarized myself/ourselves of the working conditions there in all respects and in particular, the following:
- a) Topography of the Area.
 - b) Buildings Complex at Department of Science & Technology , New Mehrauli Road , New Delhi
 - c) Soil conditions at the site of work.
 - d) Rates for construction materials.
 - e) Availability of local labour, both skilled and unskilled and the prevailing labour rates.
 - f) Availability of water & electricity.
 - g) The existing roads and access to the site of work.
 - h) Availability of space for putting labour camps, Office, stores, godown, sheds engineering yards etc.
 - i) Climatic condition and availability of working days.
 - j) Prevailing all taxes, duties etc.
- B.** I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising Instructions to the Tenderers, General Conditions of the Contract, Special Conditions of Contracts and Technical Specifications/ Conditions of contract apart from information conveyed to me/us through various other provisions in this tender document.
- C.** I/We have quoted my / our rates against all blank items by rates in figure, as per Schedule of Items Rates and Quantities (BOQ) in FINANCIAL BID taking into account all the factors given above.

(Signature of Tenderer/s)

Date: _____

Place: _____

SECTION-X

**Bill of Quantities
(Separately Enclosed)**

GUIDELINES FOR FILLING UP THE BOQ

1. The BOQ shall be read in conjunction with the Instructions to Tenderer, Appendix to tender, General conditions of Contract, Special Conditions of Contract, Technical Specifications, Drawings and other documents forming part of the tender documents.
2. The amount quoted by bidder in bid shall include all Constructional Plant, required machinery, labour, supervision, materials, transportation, erection, maintenance, insurance, profit, taxes & duties, together with general risks, liabilities and obligations set out or implied in the Contract.
3. Bidder shall quote single percentage “Above” or “Below” or “At Par” to the estimated cost of the work in section X of BOQ, failing which the bid shall become invalid.
4. The quoted rates shall be inclusive of all types of taxes including GST, duties and levies imposed by Central/State Govt. and local bodies such as Compensation, Cess, Labour Cess, Custom Duty, royalties, and other levies. No additional amount shall be paid or claim be entertained on this account by IrconISL.

ANNEXURE-XI**MEMORANDUM**

| Sl. No. | Description | Cl. No. of NIT/ITT/ General conditions of Contract (CC) | Values/Description to be Applicable for Relevant Clause(s) |
|----------------|------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1) | Name of Work | 1.0 of NIT | Providing Facility Management Services and Operation cum Comprehensive Maintenance of Building related services for Existing S&T Block-I & Newly constructed Phase-I State of the Art Office complex of Department of Science and Technology, New Mehrauli Road, New Delhi |
| 2) | Client/Owner | 1.3 (a) of ITT | Department of Science & Technology, Government of India |
| 3) | Type of Tender | 1.0 of NIT | Open e-Tender 2-Packet System. |
| 4) | Earnest Money Deposit | 1.0 of NIT | Rs. 12,70,000/- |
| 5) | Estimated Cost | 1.0 of NIT | Rs. 13,23,15,258/- (including GST @ 18%) |
| 6) | Operation & Maintenance Period | 1.0 of NIT | 03(three) Years after issue of LOA |
| 7) | Performance Security | GCC / 8.0 | 3.00 % (Three Percent Only) of contract value within 21 days from the issue of Letter of Award |
| 8) | Security Deposit / Retention Money | GCC / 8.0 | 10% (Ten Percent Only) of the gross value of each bill up to 5.0% (Five Percent Only) contract value. |
| 9) | Escalation | SCC / 5.0 | No escalation shall be applicable in this contract |