

**e- TENDER DOCUMENT  
(National Competitive Bidding)**

**FOR**

**Disposal of movable, fixed and serviceable goods in the Existing Building of office complex of “Department of Science and Technology”, New Mehrauli Road, New Delhi-110016 on ‘As is Where is’ basis.**

**November-2021**

**IRCON INFRASTRUCTURE & SERVICES LIMITED**

(A WHOLLY OWNED SUBSIDIARY OF  
IRCON INTERNATIONAL LIMITED,  
GOVT. OF INDIA UNDERTAKING)

B-40A, Sector-1  
Noida-201301,  
Gautam Budh Nagar  
Uttar Pradesh

PHONE: +0120-2970406  
e-mail: [ceo@irconisl.com](mailto:ceo@irconisl.com), web: [www.irconisl.com](http://www.irconisl.com)  
CIN: U45400DL2009GOI194792

**E-TENDER DOCUMENTS**

**CONTENTS**

S. No.	SECTION	DESCRIPTION	PAGES	
			FROM	TO
1	SECTION –I	e-Procurement Notice	3	8
2	SECTION –II	Form of Bid	9	10
3	SECTION- III	Instructions to Tenderers	11	54
4	SECTION –IV	Appendix to Tender	55	56
5	SECTION –V	Special Conditions of Contract	57	63
6	SECTION-VI	Safety, Health and Environment Specifications	64	76
7	SECTION-VII	General Conditions of Contract (Attached Separately)	77	78
8	SECTION- VIII	Certificate OF Familiarization	79	80
9	SECTION-IX	Bill of Quantities (Attached separately)	81	82

**IRCON INFRASTRUCTURE & SERVICES LIMITED**  
(A Government of India Undertaking)

E Tender No. *IRCONISL/1021/Tender/152/DST-Disposal*

Date: 18.11.2021

**e- PROCUREMENT NOTICE**

**(National Competitive Bidding)**

**DATE SHEET**

1	<b>Publishing Date</b>	19.11.2021	09:10 Hrs
2	<b>Bid Document Download/Start Date</b>	19.11.2021	09:20 Hrs
3	<b>Clarification Start Date</b>	25.11.2021	11:30 Hrs
4	<b>Clarification End Date</b>	27.11.2021	17:30 Hrs
5	<b>Pre-bid Meeting Date</b>	29.11.2021	11:30 Hrs
6	<b>Bid Submission Starts Date</b>	02.12.2021	09:00 Hrs
7	<b>Bid Submission End Date</b>	08.12.2021	15:00 Hrs
8	<b>BID Opening Date</b>	09.12.2021	15:00 Hrs

- Chief Executive Officer, IRCON INFRASTRUCTURE & SERVICES LIMITED (IRCONISL in abbreviation), B-40A, Sector 1, Noida-201301, Gautam Budh Nagar, Uttar Pradesh, **Phone No: 0120-2970406**, Email Id: [ceo@irconisl.com](mailto:ceo@irconisl.com) invites online bids on behalf of **Department Of Science and Technology in Two packet system** on prescribed forms from bona fide 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, format of bill of quantities in the bid document.

S.No.	Name of Work	Lot no. and description	Estimated Cost put to tender	Earnest Money (Rs.)	Performance Security	Completion Period
1)	<b>Disposal of movable, fixed and serviceable goods in the Existing Building of office complex of Department of Science and Technology, New Mehrauli Road, New Delhi-110016 on 'As is Where is' basis.</b>	Lot No.1- External Electrical Equipment & cable including DG set, HT Panel, Transformer, AVR etc. (List as per Annexure-XIII)	Rs. 43,60,000/-	NIL (Bid Security Declaration required)	<b>Rupees 1,31,000/- (to be deposited by bidder along with bid submission)</b> Refer Clause no.11 of SCC	<b>30 days from the date of issue of LOA</b>

**The estimated cost put to tender is inclusive of 18 % GST.**

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

### 3. 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. 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 Agency’s, 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 valid 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](http://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 i.e. <https://etenders.gov.in/eprocure/app> to have user ID & password.
- 4.5. Tender documents will be available online on website <https://etenders.gov.in/eprocure/app> as per date sheet which can be downloaded free of cost till the last date and time of submission of tender. However, to participate in the online bidding process, bidders are required to pay a non- refundable fee of **INR 5,000/-(Indian Rupees Five Thousand only)** towards the cost of one set of tender documents in form of NEFT or RTGS only in ‘**IRCONISL DST**’ bank account no. **50200028598686, IFSC CODE-HDFC0000003 at HDFC Bank, Kasturba Gandhi Marg, New Delhi-110001, Payable at New Delhi Bank HQ. however, bidder have to upload the payment receipt online with the tender document.**

5. 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. 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 of the e-NIT at Department of Science and Technology site in the office of the IrconISL followed by a site visit and inspection of equipments/goods proposed for sale by intending bidder. However, after the pre bid date bidder have to arrange the site visit at his own arrangement and IrconISL will not responsible for the same.
- 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 their 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 the Chief Executive Officer, Ircon Infrastructure and Services Limited, E-mail [info@irconisl.com](mailto:info@irconisl.com). Any such letter of authority shall reach Ircon ISL at least One (1) days before the date of Pre- bid meeting.

7. 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 24 Hours 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 (a) Performance Security as per provision given in Clause No. 11 of Special Condition of Contract and (b) original Earnest Money Deposit as per provision given in sub-clause 9.1 of Instructions to Tenderers or (Bid Security Declaration form in lieu of EMD). 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.**
- 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.**
- 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 Performance Security and Earnest Money in the form as specified in tender documents shall not be considered and shall be summarily rejected. (Bid declaration is to be submitted in this tender in lieu of Earnest Money)**
- 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 e-Procurement Notice.**

**17.0** The validity of the offer shall be 90 days 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. 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)

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

**SECTION-II**  
**FORM OF BID**

**FORM OF BID**

To

Chief Executive Officer  
IRCON Infrastructure & Services Limited,  
B-40A, Sector-1  
Noida-201301 (UP)

Dear Sir,

I/We, \_\_\_\_\_ (Name and address of the tenderer) have read the various terms and conditions of the e-Procurement 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 the validity of bids and on default thereof our Performance Security and 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, octroi 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 **“Disposal of movable, fixed and serviceable goods in the Existing Building of office complex of Department of Science and Technology, New Mehrauli Road, New Delhi-110016 on ‘As is Where is’ basis”** 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 IRCON Infrastructure & Services Limited

Our Bank Account no. for the purpose of refund of Performance Security/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 \_\_\_\_\_ 2021

**SECTION-III**  
**INSTRUCTIONS TO TENDERERS**

**Section-III: Instructions To Tenderers**  
**Table of Clauses**

<b>Clause No.</b>	<b>Description</b>	<b>Page No.</b>
A.1	General	13
A.2	Cost of Bidding	14
B.	The Bidding Documents	14
B.3	Content of Bidding Documents	14
B.4	Understanding and Amendment of Tender Documents	15
C.	Preparation of the Bids	15
C.5	Language of Bid	15
C.6	Signing of All Bid papers and Completing Bill of Quantities	15
C.7	Deviations	16
C.8	Transfer of tender documents	16
C.9	Earnest Money	16
C.10	Integrity Pact	17
C.11	Period of validity of the tender	18
D.	Submission of Bids	18
D.12	Deadline for submission of tender	18
D.13	Modification/ Substitution/ Withdrawal of tender	18
D-14	Submission of e-Bid by Tenderer	18
D-15	Submission of Tender	19
E.	e-Bid opening and Evaluation	19
E.16	Opening of the tender	19
E.17	Clarification of the tenders	19
E.18	Preliminary Examination of bids	19
E.19	Evaluation and comparison of tenders	20
E.20	Canvassing	20
E.21	Right to accept any tender or reject all tenders	20
E.22	Validation of Tenderer	20
E.23	Award of Contract	21
E.24	Contractor Performance Feedback and Evaluation System	21
E.25	Ineligibility to participate in re-tenders/ future cases	21
E.26	Declaration of non-performance or ban status	21
E.27	Consequences of misrepresentation	22
Annexure-I	Details of the Bidder	23
Annexure-II	Assessment of Performance of working contractor	24
Annexure-III	Assessment of Performance of working consultant	25
Annexure-IV	Format of Affidavit to be signed by the tenderer	26-27
Annexure-V	<b>Essential Qualifying Criteria</b>	28
Annexure-VI	Integrity Pact	29-33
Annexure-A	List of Relatives	33
Annexure-B	Procedure for Suspension/Banning of Business Dealings with agencies in IRCONISL	35-40
Annexure-VII	Check list for list of documents to be scanned, uploaded with the e- tender and submitted online not later than the prescribed date and time for e-bid submission	41
Format-1	Details of similar works completed in last seven years	42
Format-2	Annual Turnovers for the last three years	43
Format-3	Programme for deployment of manpower	44
Format-4	Programme for deployment of plant and machinery proposed to be deployed on the project	45
Annexure-VIII	Bank Guarantee for Advance Payment	46-47
Annexure-IX	Bank Guarantee for Earnest Money Deposit	48-49
Annexure-X	Power of Attorney for Signing of Bid	50-51
Annexure-XI	Bid Security Declaration	52
Annexure-XII	PROFORMA FOR ISSUE OF NO OBJECTION CERTIFICATE	53
Annexure-XIII	Details of Lot	54

## 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. Original copy of the **Power of Attorney** 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: -
- An entity incorporated, established or registered in such a country; or
  - A subsidiary of an entity incorporated, established or registered in such a country; or
  - An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - An entity whose beneficial owner is situated in such a country; or
  - An Indian (or other) agent of such a country; or
  - A natural person who is a citizen of such a country; or
- (ii) The beneficial owner for the purpose of (i) above will be as under:
- 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-
    - ” Controlling ownership interest” means ownership of or entitlement to more than twenty –five per cent of shares or capital or profits of the company.
    - ” 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 shareholders agreements or voting agreements.
  - 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 capital or profits of the partnership.
  - 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;
  - 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).

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

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

1.4 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.

**1.5 Scope of work: As indicated in "Appendix to Tender".**

1.6 Approximate Estimated Cost of the work is as indicated in the "Appendix to Tender".

1.7 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 tender in which such bidder has participated and shall be banned for two years.

**2.0 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 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 Tenderers
- 3) Appendix to Tender
- 4) Form of Bid
- 5) Special Conditions of 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. The bidder 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 IRCON ISL immediately after the award of contract, without which no payments shall be released to the agency. The agency 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 Bill of Quantities, tenderer shall ensure that the rates are filled up in figures only. System will automatically convert such filled up rates into words. In case of item rate tenders, the system will automatically calculate the total price by multiplying the unit rate with quantity.**
- 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 (Not applicable for this tender) (Bid Security Declaration as per Annexure- XI to be submitted)**

**9.A Bidder have to submit bid security declaration on non-judicial stamp paper of Rs. 100/- in lieu of Earnest Money in the format provided in Annexure - XI.**

**9.B The bids of the bidders who do not submit the Bid Security Declaration shall be rejected.**

**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 (**N.A.**)

- a) Pay Order/Demand Draft of any Scheduled Bank in India in favour of “IRCONISL DST” 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 “IRCONISL DST”
- c) EMD value up to Rs. 10.00 Lacs, must be in the form of Pay Order/DD/FDR. In addition EMD may also be paid through NEFT or RTGS in “IRCONISL DST” bank account no 50200028598686, IFSC CODE- HDFC0000003 at HDFC Bank, Kasturba Gandhi Marg, New Delhi-110001 in favour of “IRCONISL DST” payable at New Delhi and email id is [accounts@irconisl.com](mailto:accounts@irconisl.com). In case of EMD 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 invokable 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.

## 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.
- 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 **Integrity Pact (IP) (Not applicable for this tender) :**

- 10.1 Integrity Pact will be applicable for all tenders/ contracts for works & supply 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 IRCONISL at the time of execution of Agreement with the successful tenderer.

10.6 **(a) Name, Designation & Address of Nodal Officer of IrconISL:**

Chief Executive Officer,  
IRCON Infrastructure & Services Limited  
2<sup>nd</sup> Floor, B-40A, Sector-1  
Noida-201301  
Mobile No: +0120-2970406  
E.Mail : [info@irconisl.com](mailto:info@irconisl.com)

10.7 **Name & Address of IEM**

Dr. T.M. Bhasin  
Independent External Monitor(IEM)  
C/o Chief Vigilance Officer  
IRCON International Limited  
C-4, District Centre  
Saket, New Delhi-110017  
e-Mail Id: [iem.reference@ircon.org](mailto:iem.reference@ircon.org)

11 **Period of validity of the tender**

11.1 The tender shall remain valid for the period 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 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 (Bid security declaration in lieu of EMD shall be submitted as per Annexure-XI).**

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 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 re-submit the e-bid will have to pay the cost of tender document again.

**14 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 Submission of tenders**

- 15.1 All documents/ forms/instructions/specifications etc. listed in item 3.1 of the ITT 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 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 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 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 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 up the rates to a reasonable level. The tenderer must note that during negotiations of rates 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 par/below/above the estimated cost put to tender based on material list as mentioned in "Annexure XIII" for lot-1 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 highest bid, then the following bidders shall be called for negotiation meeting by IrconISL. IrconISL reserves the right to select the bidder for the subject work after the negotiation meeting held based upon the highest enhanced quoted rates by the bidders called for negotiation
- 19.5 The DST/IRCONISL also reserves 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 DST/IRCONISL, without assigning any reason.
- 19.6 If any 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 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 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 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 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 Agency in token of his acceptance shall constitute a legal and binding contract between Employer/Engineer and the agency till such time the contract agreement is signed.

## **24 Agency/Contractor Performance Feedback and Evaluation System**

The employer will have a "Agency Performance Feedback and Evaluation System" for periodic evaluation of Agency's performance during execution of Contract. In case agency'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 Agency 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 Agency 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 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 6 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 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 Central/State Government Department in India including authority controlled by them during the last two years prior to the date of 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 agency's default during the last two years prior to the date of bid submission.
- d) The bidder (any partner 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 the 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 in default on any debt obligations.

27. **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 Agency 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 :		_____

**ASSESSMENT OF PERFORMANCE OF WORKING AGENCY**  
(Not Applicable)

S. No.	Description	Weightage		Remarks
		Assigned	Obtained	
1	<b>Resource Management/ Financial Status</b>			
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	<b>Physical Progress /Project Execution Capability</b>	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	<b>Quality Assurance Capability</b>			
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	<b>Claims and Disputes</b>			
4.1	Raising unnecessary claims and litigation	5		
	<b>TOTAL:</b>	<b>100</b>		

## ASSESSMENT OF PERFORMANCE OF WORKING CONSULTANT (NOT APPLICABLE)

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

**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 any Organization/Authority/ Central/ State Government Department/PSU 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 any Organization/Authority/ Central/ State Government Department/PSU 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/IRCON International Limited 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.
- 10.1 "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration with the Competent Authority nominated/ Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT) shall be attached."
- 10.2 "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub- contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority nominated/ Registration Committee constituted

by the Department for Promotion of Industry and Internal Trade (DPIIT). I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration with the Competent Authority nominated/ Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT) shall be attached.]  
\*\*\*

11. 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:

**Essential Qualifying Criteria**

1. The agency 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. Three similar works, each of value not less than 30% of the estimated cost put to tender, or
  - ii. Two similar works, each of value not less than 40% of the estimated cost put to tender, or
  - iii. One similar work of value not less than 65% of the estimated cost put to tender.

Note: -

Works are considered similar if technology, equipment are similar eg:-

- 1) Disposal of movable and serviceable goods, materials, electric cable, appliances etc.

2. The average annual financial turnover from **Similar Works** during the last 3- years should be at least 30% of the estimated cost.

Notes:

- In case the financials of immediate prior financial years have not yet been audited till the time of submission of the tender, the bidder can submit an affidavit to this effect stating that “the financial results 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 and the bid would be evaluated considering turnover for two preceding years only.
  - The financial turnover shall be judged from ITCC or Annual Reports including Profit and Loss Account.
3. The Agency 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.
  4. The agency should submit performance certificates and letter of award in reference to S. No1 (minimum 3 nos., 2 nos., or 1nos. as the case may be) above issued by Government Organizations/Semi Government Organizations/Public Sector Undertakings/Autonomous Bodies/Municipal bodies/Public Limited Company/Concessionaire Company/Private Company/JV Company 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” .

**INTEGRITY PACT (Not applicable)**  
**(Not Applicable for this tender)**

**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 BIDDER, 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 therefor.
- 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

### **Name & Address of IEM**

Dr. T.M. Bhasin  
Independent External Monitor(IEM),  
C/o Chief Vigilance Officer  
IRCON INTERNATIONAL LIMITED,  
C-4, District Centre, Saket,  
New Delhi-110017  
Email ID; [iem.reference@ircon.org](mailto: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

For and on Behalf of  
BIDDER (Full name of Bidder & regd. address)  
Name of the Authorized Officer  
Designation

(SEAL)  
Witness

(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

### CONTENTS

<b>S. No.</b>	<b>Description</b>	<b>Page</b>
1.	Introduction	37
2.	Scope	37
3.	Definitions	37
4.	Grounds on which Suspension/Banning of Business Dealings can be Initiated	38
5.	Initiation of Suspension/Banning	38
6.	Appeal against the Decision of the Competent Authority	40

## 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
- iii) 'Investigating Agency' shall include Central Vigilance Commission (CVC), the Vigilance Departments of IRCON/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 IRCON/IrconISL.
- iv) Other Terms used in this Circular shall have the same meaning as assigned to them in

#### **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/IRCONISL/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, IRCONISL 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:**
- ii. 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.
  - iii. To recommend for issue of show-cause notice to the Agency by the competent authority as per clause 5.2.3.
  - iv. To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
  - v. 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 Indian Railways 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 circulate 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.

**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 through NEFT or RTGS.
13. Affidavit as per Annexure-XI (Bid security declaration).
14. **Power of Attorney** duly attested by Notary Public in favour of the person signing the e-bidding documents digitally as well as manually.
15. Bankers details (name of bank and branch) along with bidders own bank details (Account No., Name of Account Holder, NEFT/RTGS details) as per Format given in **Annexure-I**).
16. Affidavit (as per Format given in **Annexure-IV**)
17. Any other details sought through ITT.
18. **Proof of Performance Security submission. (Ref clause no. 11 of SCC).**

**Note:**

- i) **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.**
- ii) **Financial bid submitted by any bidder in physical form shall not be considered and the same will be left un-opened.**

**FORMAT-1**  
**(Ref. Sr. No. 3. of Annexure-VII to Instructions to Tenderers at page 40)**  
**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)**  
**ANNUAL TURNOVERS FOR THE LAST THREE YEARS**

S. No.	YEAR	Turnover from similar works in project works/ buildings (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 of Instructions to Tenderers)**  
**PROGRAMME FOR DEPLOYMENT OF MAN POWER**

<b>S. No.</b>	<b>Name</b>	<b>Qualification</b>	<b>Designation</b>	<b>Total Experience (in years)</b>	<b>Programme for Deployment</b>
1					
2					
3					
4					
5					
6					
7					

**FORMAT-4**  
**(Ref. Sr. No. 6. of Annexure-VII to ITT)**  
**PROGRAMME FOR DEPLOYMENT OF PLANT AND MACHINERY PROPOSED TO BE**  
**ENGAGED ON THE PROJECT**

<b>S. No.</b>	<b>Description</b>	<b>Make</b>	<b>Model &amp; Year of manufacture</b>	<b>Capacity</b>	<b>Condition</b>	<b>Nos. proposed to be deployed</b>	<b>Programme of Deployment</b>	<b>Remarks</b>
1								
2								
3								
4								

**BANK GUARANTEE FOR ADVANCE PAYMENT (N.A for this tender)**

**(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]

[Agreement No ..... dated .....

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 Agency] (hereinafter called “the Agency”) 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 Agency, 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 Agency, 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 Agency, 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 Agency).

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.

(NOT APPLICABLE FOR THIS TENDER)

(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.

**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 here by 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 **“Disposal of movable, fixed and serviceable goods in the Existing Building of office complex of Department of Science and Technology, New Mehrauli Road, New Delhi-110016 on As is Where is basis”** 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 thereof to us and/or until the entering into the Agreement with the Authority.

AND we here by agree to ratify and confirm and do here by 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 here by 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.
- 2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarised)

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:.....

**Format for Bid Security Declaration  
(On Non-Judicial Stamp Paper of Rs.100)**

Whereas, I/We \_\_\_\_\_ (name of agency) has submitted bid for \_\_\_\_\_ - (name of work) and whereas the Earnest Money Deposit is being exempted in the aforesaid tender to give relief to the bidders as per Govt. of India guidelines due to severe financial crunch on account of slowdown in economy due to pandemic,

I/We hereby submit following "Bid Security Declaration" in lieu of exemption from submitting Earnest Money Deposit: -

- 1) If I/We withdraw or modify my/our bid during the bid validity period (including extended validity of tender) specified in the tender documents;

Or

- 2) If, after the award of work, I/We fail to accept LOA/LOI, or to sign the contract agreement or fail to submit performance guarantee, or fail to commence the work within the stipulated time period prescribed in the tender documents;

Or

- 3) If I/We furnish any incorrect or false statement/information/document;

Or

- 4) If I/We hide any relevant information or do not disclose any material fact in the tender;

Or

- 5) If I/We commit any breach of Integrity Pact,

I/We may be disqualified and banned for a period of two years and shall not be eligible to bid for future tenders of **IRCON International Ltd./IRCON Infrastructure & Services Limited** for the period of two years from the date of issue of such order.

(Signed by the Authorized Representative of the Firm)

Name of the Authorized Representative.

Name of the Firm

Dated:

**PROFORMA FOR ISSUE OF NO OBJECTION CERTIFICATE BY IRCONISL AFTER  
DELIVERY OF SOLD MATERIAL TO PURCHASER.**

Ref. No. \_\_\_\_\_

Date \_\_\_\_\_

To

(Address of Agency)

Subject: **Issue of N.O.C.**

Ref.: I) Tender No. \_\_\_\_\_ Dated \_\_\_\_\_

II) Delivery Order No. \_\_\_\_\_ Dated \_\_\_\_\_

III) Disposal Order No. \_\_\_\_\_ Dated \_\_\_\_\_

IV) Lifted Lot Nos. \_\_\_\_\_

V) Date of Lifting \_\_\_\_\_

Dear Sir,

We hereby confirm that M/s. \_\_\_\_\_ have lifted above lot (s) pertaining to our unit in respect of subject delivery order issued to you and nothing is outstanding against them. You may take further necessary action for release of their Security Deposit accordingly.

Thanking you,

Yours faithfully,

(SIGNATURE)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**DETAILS OF LOTS**

<b>S.NO</b>	<b>Description of item for LOT No. 1</b>	<b>Quantity</b>
<b>A</b>	<b>OLD ELECTRICAL SUB-STATION</b>	
1	APFCR PANEL NO. 1 (MCCB 400A)	1
2	APFCR PANEL NO. 2 (SWITCH 400A)	1
3	APFCR PANEL NO. 3 (SWITCH 400A)	1
4	CAPACITOR PANEL	2
5	<b>LT PANEL NO.1</b>	
	ACB 1600A	2
	MAIN SWITCH 1250 A	1
	MCCB 400 A	1
	MCCB 250 A	17
	MCCB 100 A	2
6	<b>LT PANEL NO. 3</b>	
	ACB 2000 A	3
	ACB 1600 A	2
	ACB 1250 A	1
	ACB 800 A	2
	MCCB 800 A	1
	MCCB 630 A	2
	MCCB 400 A	1
7	<b>HT PANEL &amp; FUSE PANEL</b>	
	OCB 630 A	3
	CB 400 A	1
	FUSE 400 A	3
8	PHASE CORRECTOR PANEL	1
9	<b>AVR PANEL 11KV</b>	
	COUPLER	1
	LOAD BREAKER SWITCH	3
<b>B</b>	<b>DIESEL GENERATOR SET ROOM</b>	
10	AMF PANEL NO.1(ACB 1600 A)	2
11	AMF PANEL NO.2(ACB 1600 A)	2
12	BUS COUPLER (ACB 1600 A)	1
	ACB 1600 A	5
13	DG SETS (750 KVA)	2
<b>C</b>	<b>TRANSFORMERS</b>	
14	TRANSFORMERS (1250 KVA)	2
15	TRANSFORMERS (500 KVA)	1
<b>D</b>	<b>MAIN UNIT (AVR 2500 KVA)</b>	1
	(NEAR BLOCK 1)	
	DRIVER UNIT	1
<b>E</b>	<b>CABLES OF DIFFERENT SIZES AND SPECS</b>	<b>LS</b>

**SECTION-IV**

**APPENDIX TO TENDER**

**APPENDIX TO TENDER**

<b><u>DESCRIPTION</u></b>	<b>Reference Clause</b>
<b><u>Name of Work:</u> - Disposal of movable, fixed and serviceable goods in the Existing Building of office complex of Department of Science and Technology, New Mehrauli Road, New Delhi-110016 on As is Where is basis</b>	<b>1.1 of Instructions to e-Tenderers</b>
<b><u>Place of Registration of:-</u> In INDIA</b>	<b>1.2 (a) of Instructions to e-Tenderers</b>
<b><u>Client/Principal Employer:</u> - Department of Science and Technology, New Mehrauli Road, New Delhi-110016.</b>	<b>1.3(a) of Instructions to e.Tenderers</b>
<b><u>Employer:</u> - IRCON INFRASTRUCTURE &amp; SERVICES LIMITED B-40A, Sector-1 Noida- 201301.(U.P)</b>	<b>1.3(b) of Instructions to e.Tenderers</b>
<b><u>Scope of Work:</u> - As indicated in Special Conditions of Contract in Clause No. 1</b>	<b>1.0 of Special Conditions of Contract</b>
<b><u>Approximate Estimated Cost of the Work:</u> - Rs. 43,60,000/- including 18% GST</b>	<b>1.0 of Notice Inviting e- Tender</b>
<b>Bid Security Declaration to be submitted</b>	<b>9.0 of Instructions to e-Tenderers</b>
<b>Performance Security amount :- Rupees 1,31,000/-</b>	<b>11.0. of Special Conditions to Contract</b>
<b><u>Period of Validity of Tender:</u> - 90 days.</b>	<b>17.0 of Notice Inviting e-tender</b>
<b><u>Period of Completion:</u> - 30 days</b>	<b>4.0 of Special Conditions of Contract</b>
<b><u>Defect Liability Period:</u> - Not applicable for this tender</b>	

## **SECTION-V**

### **Special Conditions of Contract**

## Special Condition of Contract

Department of Science and Technology intends to execute the work of “**Disposal of movable, fixed and serviceable goods in the Existing Building of office complex of Department of Science and Technology, New Mehrauli Road, New Delhi-110016 on As is Where is basis** ” through IRCONISL as Project Management Consultant.

### 1. SCOPE OF WORK

The scope of work shall comprise of carrying out all the activities related to “**Disposal of movable, fixed and serviceable goods in the Existing Building of office complex of Department of Science and Technology, New Mehrauli Road, New Delhi-110016 on As is Where is basis**”:

The scope of work includes removing the installed equipment as given in Annexure-XIII on “As is Where is Basis” and transport of the same. The Dismantling/ removal, stacking, storage (If any) its loading, unloading, transportation and disposal and all the necessary tools, equipment, labour etc. required for the work shall also be part of the scope of the work of the buyer.

### 2. PAYMENT

- 2.1 The full disposal value of material, along with all taxes, duties, GST etc. must be paid by the buyer **within 10 days** from date of acceptance letter/Disposal letter issued by IRCONISL. No material will be allowed to be taken before submission of the entire amount of awarded price as per LOA.
- 2.2 Total Disposal value including GST and TCS must be paid through RTGS/NEFT in favour of IRCONISL as directed in LOA to be issued by IRCONISL.
- 2.3 As per Section 206C(1H) of the Income Tax Act, A Seller, Having more than Rs. 10 Crores turnover in preceding financial year, is liable to collect TCS from Buyer on Sale of any goods; if amount received from buyer is crossing Rs. 50 lacs, applicability of TCS shall be dealt accordingly.

### 3. INSPECTION

- 3.1 Inspection of equipment's/goods shall be undertaken as per clause no. 6.1 of this e-NIT.
- 3.2 The material quoted for may be inspected at the appropriate site(s) as indicated in the “Instruction to Tenderers” and Tenderers should thoroughly satisfy themselves about the nature, condition and quality of the materials and working conditions. IRCONISL/DST gives no guarantee or warranty as to the conditions of the material or/its quality or its fitness for any specific purpose or use. It should be clearly understood that no claim/complaint about the quality, quantity and condition/fitness for use shall be entertained by IRCONISL/DST.

#### **4. Completion Period**

- 4.1 The contract shall be treated as having been entered into as soon as a letter of acceptance is issued by IRCONISL to the successful tenderer and accepted by the successful bidder.
- 4.2 The successful Tenderers shall lift the entire material lying in the lot allotted to them by employing their own labour and resources from the area allotted to them **within 30 days** from the date of issue of Letter Of Acceptance (LOA) by IRCONISL or within such time as may be prescribed in the LOA.

#### **5. DEFAULT IN PAYMENT BY THE BUYER**

- 5.1 In case of default in payment within the time limits, a penal charge @ 1% per week or part thereof on the due amount (disposal value excluding GST and TCS) for the period of delay from the due date shall be levied. However, IRCONISL reserves the right not to accept the payment with or without the additional charges after the expiry of the above mentioned time limits or even within the aforesaid additional period and in such an event the disposal of the lot will be automatically cancelled and Performance security of the tenderer will automatically stand forfeited.

**In case of any such default necessitating the deposit of penal charge, the buyer will not be allowed to take any material till such default is cleared and penal charges are deposited.**

#### **5.2 DEFAULT IN LIFTING BY THE BUYER**

The period of contract will be as specified above. Any material not lifted within stipulated time period will attract ground rent @ 2% (Two percent) of the value (disposal value excluding GST) of unlifted material per week or part thereof beyond the permitted time, subject to maximum 10 (Ten) percent of disposal value. IRCONISL may also at its sole discretion give extension of time to the buyer(s) to complete the contract in all respect and the buyer(s) shall remove the materials during the extended period.

In case of any default in lifting the materials by the buyer(s) within the time limits specified in the Terms and Conditions of tender, the unlifted material may be lifted within the extended period, after payment of ground rent for the period of delay beyond the specified free delivery period. However, it will be the sole discretion of IrconISL not to allow the buyer(s) to lift the material with or without the ground rent after the expiry of the stipulated free delivery period or even within the aforesaid extended period and in such an event, the disposal of the material not lifted by the buyer(s) will be automatically cancelled and Performance Security of the tenderer will automatically stand forfeited and in addition.

#### **6. GST/LEVIES**

- 6.1 All taxes, including GST, TCS or other levies, entailing on the transaction in force for the time being or enforced hereafter having its impact on the transaction, will be to buyers account and shall be deposited by him along with cost of the material.
- 6.2 In case of incidence of GST, TCS or Other Tax on the transaction, the materials will have to be transported by the buyer(s) through a registered public Transport contractor across the state border and a copy of goods Receipt Note duly signed by the consignee will have to be sent by the buyer(s) to the consignor

- 6.3 Whatever rate of GST/TCS/other levies etc. if any, be assessed/applicable on the date of actual removal/lifting of materials shall be paid by the buyer(s).
- 6.4 IRCONISL will issue GST Invoice for Disposal only after fulfilling applicable contractual & statutory requirements along with receipt of full disposal value including GST and TCS as applicable. On request of buyer e-way bill shall be issued by IRCONISL on submission of necessary documents and details.
- 7. REMOVAL OF MATERIAL FROM SITE, TRANSPORTATION & INSURANCE**
- 7.1 Dismantling and transportation of the goods shall be the responsibility of the buyer at his costs and risks, taking all safety precautions.
- 7.2 The buyer is to ensure that the vehicles deputed for collection & transportation of the sold Equipment(s) should report for loading in early hours in such a manner that requisite time is available for loading and vehicles leave DST's premises before closing of the working hours. No loading shall be permitted outside the working hours and on the holidays/off days.
- 7.3 The material will have to be removed on 'AS IS WHERE IS BASIS' at the buyer's own cost and expenses. No processing, other than dismantling as may be required for convenient transportation, will be permitted at the sole discretion of the IrconISL.
- 7.4 The buyers shall not be provided with any manpower, tools or equipment's including, Dozer, Scraper, Cranes, Gas, Power, Water or other facilities by the IrconISL. The buyer has to arrange for any of these at their own cost and they shall take prior permission from IrconISL for this purpose.
- 7.5 The buyer will arrange to remove the materials sold to him and clear the site within the stipulated period mentioned in LOA.
- 7.6 The buyer(s) shall lift the full materials lying in the lot quoted for by employing their own labour and transport at their own risk and cost from the area allotted to them within the time stipulated or within such time as may be prescribed in the delivery order. The buyer(s) shall lift the materials only from the lots/site space as may be earmarked/demarcated by IrconISL from time to time which should be final and binding on the buyer(s) and they shall observe the rules and regulations and working hours as may be fixed by IrconISL. The buyer(s) shall follow the procedure for taking the material out of the DST premises prevailing in the respective sites of the IrconISL. The buyer(s) shall note that no lifting will be allowed on weekly holidays and closed holiday observed by the IrconISL. Removal of materials by the buyer from the DST premises shall be done only under the supervision of an authorized representative of IrconISL.
- 7.7 The locations/sites where the lots are lying are one of the areas of active site. Under no circumstances shall the operation of the buyer(s) interrupt/interfere with normal operation of the DST. Further, the buyer(s) shall not indulge in any operation which could interfere with DST's activity, if any, in their area in the vicinity or site.
- 7.8 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 buyer(s) 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 (which ascertainment shall be final

and binding on buyer(s) from any amount due to the buyer(s) including the advance made/to be made by the buyer(s) as Performance Security or penalty shall be levied on the total lot bid amount finalized for the selected bidder to recover damages/losses ascertained by the IrconISL. IRCONISL/DST reserves the rights to take further action under the contract as well as recover such losses, damages or claim from any other money due or becoming due under any other transaction with IRCONISL or from the buyer(s) directly.

- 7.9 The buyer(s) shall follow the DST's procedure in regard to the issue of Gate Passes for taking the materials out of the campus as DST campus is a CISF guarded area. The buyer(s) shall use for the above purpose only trucks/vehicles/cranes having area passes recommended by the IrconISL and issued by appropriate authority.
- 7.10 All the trucks/tractors/trailers/cranes and other material handling equipment of the buyer(s) shall be duly registered, in accordance with Motor Vehicles Act or rules or any other acts, rule in force.
- 7.11 The IrconISL shall allow a reasonable number of the Buyer's authorized representatives/ workers/trucks at the sole discretion of the IrconISL for entering in to the works site for the purpose of removal and transportation of the materials. The IrconISL shall have the right to ban entry of any of buyer's representative/workers/trucks at the sole discretion of the IrconISL without assigning any reason.
- 7.12 The buyer(s) or any of their representative workers/agent shall not indulge in any activity which is directly or indirectly prejudicial to 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. Indulge in any malpractice namely but not limited to forgery, falsification of documents, bills, vouchers, indents etc. in support or any claim against IRCONISL for any reduction of any liability or in connection with work of IRCONISL or indulge in any other act which amounts to an offence punishable under the Indian Penal Code or any other enactment.
- 7.13 The buyer(s) shall abide by the central/State labour Legislation as may be applicable from time to time. It shall be the responsibility of the buyer(s) to provide necessary insurance cover to their workers/labourers as maybe required under the law.
- 7.14 If at any time, after the Disposal Order is issued, IrconISL wants to retain any item/items for its own use, the buyer should agree to it and necessary deduction will be made from the disposal order value, as per IrconISL's assessment which shall be binding on the buyer.
- 7.15 Normally dispatch of material is allowed only by road and all trucks are to be weighed at the nearest /nominated Weigh Bridge at buyers cost. For heavier and longer consignments, if required, buyer may arrange trailers with prime-movers through their own resources and at their own cost. IrconISL shall not be responsible for any delay occurring due to non-availability of trailers etc.
- 7.16 IrconISL or its authorized representatives shall have the right to stop dismantling and loading of the materials if they feel that the buyer or his representative are not following the instructions given to them or the job is not carried out in accordance with the provisions of contract.

- 7.17 Dismantling/removal of materials on 'pick & choose' basis shall not be allowed.
- 7.18 The buyer shall not be entitled to resell any material equipment/items out of the goods sold to him by IrconISL while these goods are still lying within the premises of IrconISL. No delivery of material would be effected by IrconISL to any persons other than the buyer or his authorized representative.
- 7.19 The buyer shall comply with all statutory provisions as applicable.

## **8. TERMINATION/BREACH OF CONTRACT/RISK PURCHASE**

- 8.1 In the event of successful Tenderers failure to fulfill any of the contract obligations, including not lifting the contracted materials under this agreement, IRCONISL's decision in regard to buyer's failure being final and binding on the buyer's, IRCONISL shall have the full liberty to cancel the contract with immediate effect for the materials under the contract not taken delivery of by the buyer as on that date in which case the Performance Security shall stand forfeited.

AND/OR

Retain and/or adjust/cover from buyer's any amount lying with IRCONISL to the buyer's credit either under this contract or any other contract or which may at any time become payable/refundable to the buyer either under this contract or any other contract, the amount of losses or damages or claim that might be incurred by IRCONISL in selling the material under the contract not taken delivery of by the buyer at buyer's risk and costs. Even after such recovery/adjustment by IRCONISL from Tenderers any amount as mentioned above lying with IRCONISL, if any further amount is still found payable/refundable by the tenderer, the tenderer shall pay the same to IRCONISL on demand without any objection or demurrage. The decision of IRCONISL in regard to the actual losses incurred by IRCONISL including the reasonableness of the rate at which IRCONISL decides, the decision of IRCONISL shall be final and binding on the tenderer.

Provided no loss is incurred by IRCONISL, the tenderer shall only be entitled to the refund of the amount retained by IRCONISL by way of advance payment towards the undelivered stores without any interest thereon but no other amount.

## **9. RIGHT TO ACCEPT/REJECT ANY OR ALL TENDERS**

- 9.1 IRCONISL reserves the right to accept, 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.
- 9.2 In case offer is not accepted, the tenderer shall not be entitled to claim any cost, charges, expenses, incidental to or incurred by the Tenderers through or in connection with the submission of the offer (even though IRCONISL may elect to withdraw the invitation to tender).
- 9.3 IRCONISL reserves the right to accept or withdraw from disposal the materials offered for disposal in full or part thereof prior to or after the acceptance of the tender or at any point of time without assigning any reason whatsoever. In such an event the payment, if any, deposited by tenderer/purchaser shall be refunded by IRCONISL in due course of time without interest, and thereafter no liability/complaint whatsoever shall be entertained by IRCONISL.

## **10. JURISDICTION OF COURTS**

10.1 Jurisdiction of courts for dispute resolution shall be New Delhi only.

## **11. Performance Security (Supersedes GCC CLAUSE NO. 8.1)**

**11.1 Performance security shall be Rupees 1,31,000/- ( Rupees One lakh Thirty One Thousand in form of pay order/Demand Draft/FDR in favour of IRCONISL DST IRCONISL DST' bank account no. 50200028598686, IFSC CODE- HDFC0000003 at HDFC Bank, Kasturba Gandhi Marg, New Delhi-110001, Payable at New Delhi Bank and shall be deposited at the time of bid submission at**

**“IrconISL office, B-40A sector 1, Noida-201301 UP” latest till the submission of online tender as per the Date List given in NIT.**

11.2 The Performance security shall be released only after the lifting up of entire lot of material from the site after removing the installed material and shifting the same after adjusting due amount, if any and on compliance of clause 5.2 of SCC.

**11.3 Bidder may deposit Performance security by NEFT/RTGS in the name of IRCONISL DST' bank account no. 50200028598686, IFSC CODE- HDFC0000003 at HDFC Bank, Kasturba Gandhi Marg, New Delhi-110001. Receipt/Proof of same is to be submitted physically at the office referred above at the time of bid submission and also upload the scan copy online on e-portal.**

**SECTION -VI**

**SAFETY, HEALTH AND ENVIRONMENT MANAGEMENT  
SYSTEM**

<p><b>SECTION – 1</b></p> <p><b>SAFETY</b></p>
--

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. Agency's Safety Organization:

To make successful implementation of the safety plan, the agency/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 Crore, then a full time qualified Safety Officer {2} is to be appointed by the Agency. 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 2years;
- or
- ii) Diploma Engineering or Technology with practical experience of at least 5 years

## 1.2 Responsibilities & Accountability of the Agency /Agency

It is the obligation of all Agency's, Sub-agencies and their petty agencies to become familiar with and adhere to the provisions of the Safety (and Health & Environment) Management System as per relevant ISO standards, IRCON's/IRCONISL 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 agency/agency shall submit CVs of Safety Officer/s for engagement at site/s.

1.3(i) Documented Information: The agency/ 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 IRCONISL
11. Complete and promptly submit an accident, unusual occurrence or dangerous incident reports.
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 agency/ 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 Agency 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 Agency 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) work 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 Agency/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 IrconISL and other sub agency's working in the vicinity in maintaining safety and health at work place.
19. Report immediately to IrconISL, all fatal, serious occupational injuries, incapacity for more than 3 days or illness (requiring hospitalization). The agency 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 into 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 Agency / Agency and shall be checked by IRCONISL from time to time. With the monthly bills original copies of all these Documented Information are to be submitted to IRCONISL.

#### 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. Project Head reserves the right to request alcohol and/ or drugs tests at any time 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 Agency/ 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 Agency/ 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 Agency/ 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 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 agency/ agency and to be submitted to IRCONISL.

##### 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 agency/ 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 agency/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 Agency's Occupational Health Organization:

To make successful implementation of the occupational health (& safety) plan, and to fulfill objectives as per IRCON's/IRCON ISL SHE Policy, formulation of occupational health organization shall be the sole responsibility of the Agency. For this the 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 Crore, then a full time qualified Health Officer<sup>{2}</sup> is to be appointed by the Agency. For works having Contract Price less than 100 Crore, an Engineer (Degree in Engineering) can be nominated as Health Officer<sup>{3}</sup>*

*{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 2years;  
or
- ii) Diploma Engineering or Technology with practical experience of at least 5 years

2.2 Responsibilities & Accountability of the Agency /Agency

It is the obligation of all Agency's, Sub-agencies and their petty agency's 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 agency/agency shall submit CVs of Health Officer/s for engagement at site/s.

2.3 (i) Documented Information: The agency/ 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 agency/ 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 agency/ 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 Agency / Sub Agency and shall be checked by IRCONISL from time to time. With the monthly bills original copies of all these Documented Information are to be submitted to IRCONISL.

## SECTION – 3 ENVIRONMENT

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.

Agency(s)/ Subagency(s)/ Agency shall confirm to all the Indian Environmental Laws and Codes, and objectives of IRCON's/IRCONISL SHE Policy, as are applicable to their construction activities. To specify a few, the Agency 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 (Amended1991)
  - The Hazardous & Other Wastes (Management & Trans-boundary Movement) Rules,2016
  - E-Waste (Management) Rules2016
  - Batteries (Management & Handling) Rules,2001
- The Air (Prevention and Control of Pollution) Act,1981 (Amended1987)
  - The Noise Pollution (Regulation and Control) Rules,2000
- The Water (Prevention & Control of Pollution) Act,1974 (Amended1988)
- The Water (Prevention & Control of Pollution) Cess Act, 1977 (Amended1992)
- The Indian Forest Conservation Act, 1980 (Amended1988)
- The Wild Live (Protection) Amendment Act,2006.
- The Factories Act, 1948 (Amended1987)
- Motor VehicleAct,1988
- Delhi Fire Service Act,2007
- PetroleumAct,1934
- The Explosives Act,1884
- Electricity Act,2003
- Agreement with IRCONISL/Client
- ISO 14001Standards

### 3.1 Nomination of Environmental Officer

Agency shall nominate one Environmental Officer<sup>{1}</sup>. 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<sup>{2}</sup> is to be appointed by the Agency. For works having Contract Price less than 100Crore, an Engineer (Degree in Engineering) can be nominated as Environment Officer<sup>{3}</sup>*

*{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 2years;

or

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

### 3.2 Responsibilities & Accountability of the Agency /Agency

It is the obligation of all Agency's, Sub-agency's and their petty agency's 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 agency/agency shall submit CVs of Environment Officer/s for engagement at site/s.

3.3 (i) Documented Information: The agency/ 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 IRCONISL 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 agency/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 overloading.
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 Agency / Agency and shall be checked by IRCONISL from time to time. With the monthly bills original copies of all these Documented Information are to be submitted to IRCONISL.

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**

**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.

---xxx---

**SECTION-VIII**

**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) Site of Construction of Department of Science & Technology, New Mehrauli Road, New Delhi-110016
  - c) Soil conditions at the site of work.
  - d) Sources & availability of Construction material.
  - e) Rates for construction materials.
  - f) Availability of local labour, both skilled and unskilled and the prevailing labour rates.
  - g) Availability of water & electricity.
  - h) The existing roads and access to the site of work.
  - i) Availability of space for putting labour camps, Office, stores, godown, sheds engineering yards etc.
  - j) Climatic condition and availability of working days.
  - k) 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 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-IX**

**Bill of Quantities  
(Separately Enclosed)**

## **GUIDELINES FOR FILLING UP THE BOQ**

1. The BOQ shall be read in conjunction with the Instructions to Tenderers, Appendix to tender, General conditions of Contract, Special Conditions of Contract and other documents forming part of the tender documents.
2. The rate quoted by bidder in bid shall include all labour, supervision, materials, transportation, profit, taxes & duties, together with general risks, liabilities and obligations set out or implied in the Contract.
3. Total amount has to be quoted for the lot by the bidder which shall be done in online format only under the Packet of “Financial Bid” in accordance to the lot details as specified in Annexure-XIII.
4. Rate to be quoted shall be inclusive of all expenditure on manpower, overhead, technical experts, reports, paper preparation & submission, presentation, travelling lodging, boarding etc.
5. The bidders are required to quote the total amount (in Rs.) **at par / below / above**, against the Estimated cost put to tender.

