

CONSTRUCTION
OF
MSME TECHNOLOGY CENTRE
AT
JAIPUR (RAJASTHAN)



CLIENT



NODAL AGENCY



IRCON INTERNATIONAL LIMITED (IRCON)
(A Govt of India Undertaking)

As
Nodal Agency for

ESTABLISHMENT OF NEW TECHNOLOGY
CENTRE/EXTENSIONS CENTRES

Invites e-Tender

For

“Construction of MSME Technology Centre at Jaipur
(Rajasthan) under the Scheme “Establishment of New
Technology Centre/Extension Centre”

On

EPC Basis

e-Tender No. IRCON/B1100009/MSME/e-Tender/EPC/TC JAIPUR/ET45
(National Competitive Bidding)

Registered Office
IRCON INTERNATIONAL LIMITED
(A Govt. of India Undertaking)
C-4, DISTRICT CENTRE, SAKET,
NEW DELHI-110017

PHONE:+91-11-29565666; FAX:+91-11-26522000,26854000
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CIN: L45203DL1976G01008171

E-TENDER DOCUMENTS

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SECTION - I
NOTICE INVITING E-TENDER



IRCON INTERNATIONAL LIMITED
(A Govt. of India Undertaking)



No.:IRCON/B1100009/MSME/e-Tender/EPC/TC JAIPUR/ET45

Date: 19.01.2026

e-TENDER NOTICE
(National Competitive Bidding)

1.0 The Executive Director/VME, IRCON INTERNATIONAL LIMITED (IRCON in abbreviation), C-4, District Centre, C-4, Saket, New Delhi, 110017, email ID: masood.ahmad@ircon.org, ircon.b1100009@ircon.org; Phone: 011-29565660, Mobile No. +919560595062, for & on behalf of client i.e. **The Development Commissioner, Ministry of Micro, Small & Medium Enterprises (MoMSME)**, New Delhi, invites online bids in two packet system on prescribed forms from Bonafide firms/companies having requisite experience and financial capacity for execution of the work detailed in the table given below. The bidder is advised to examine carefully all instructions including addendum/corrigendum(s), condition of contract data, forms, terms, technical specifications, bill of quantities in the bid document.

1.1 The brief particulars of the Project and the tender are as follows in the Key Information Table (KIT):

Sl. No.	Particular	Details	
1.	Name of Work	Construction of MSME Technology Centre at Jaipur (Rajasthan) under the Scheme "Establishment of New Technology Centre/Extension Centre" on Engineering Design, Procurement and Construction (EPC) basis including Maintenance for 2 year during DLP Period	
2.	Estimated Cost of Work	Rs. 82 Crores	
3.	Completion Period	18 Months (refer Section-IV, Appendix to Tender)	
4.	Publishing Date	19-01-2026	at 09:00 Hrs.
5.	Bid Document Download/ Start Date	19-01-2026	at 09.00 Hrs.
6.	Clarification Start Date & Time	19-01-2026	at 17:00 Hrs.
7.	Clarification End Date & Time	23-01-2026	at 17:00 Hrs.
8.	Pre-bid Meeting Date, Time & Venue	28-01-2026 at 11:00Hrs Venue- IRCON's Corporate Office at C-4, District Centre, Saket, New Delhi-110017 and through at VC at https:// meet.google.com/fod-ymjg-iqq	
9.	Email for receiving Pre-bid queries	ircon.b1100009@ircon.org masood.ahmad@ircon.org jitender.maurya@ircon.org	

10.	Last date for receiving Pre-bid Queries	29-01-2026	at 17:00 Hrs.
11.	Bid Submission Start Date & Time	02-02-2026	at 10:00 Hrs.
12.	Bid Submission End Date & Time	09-02-2026	at 15:00 Hrs.
13.	Bid Opening Date & Time	10-02-2026	at 15:00 Hrs.
14.	Type of Tender	Open	
15.	No. of Packets	Two Packet	
16.	e-Procurement Portal	https://etenders.gov.in/eprocure/app	
17.	Earnest Money Deposit (EMD)	Rs. 47 Lakh	
18.	Validity of the Bid	90 days after the date of opening (Technical Bid) of the tender.	
19.	Place of Registration of firm/company:	Anywhere in India in case of National Competitive bidding.	
20.	Whether Joint Venture (JV) is permitted or not.	Not Permitted	
21.	Client/ Owner Name	O/o The Development Commissioner, Ministry of Micro, Small & Medium Enterprises (MoMSME, 7 th Floor, Nirman Bhawan, New Delhi	
22.	Employer/ Executing/ Nodal Agency Name & address	Ircon International Ltd.	
23.	Scope of Work	As per Scope of work mentioned in SCC	
24.	Purchase Preference to MSEs	Not Applicable	
25.	Declaration to be submitted by the Bidder	Not Applicable	
26.	Performance Security	5% of Contract Value (refer Cl. No. 8.1 of GCC)	
27.	Retention Money	Refer Cl No. 9 of SCC & 8.2 of GCC.	
28.	Insurance	Refer Cl No. 30 of SCC & 9 of GCC.	
29.	Price /Quantity Variation	Not Applicable	
30.	Submission of Performance Security	Within 21 days from the date of issue of Letter of Acceptance (LOA)	
31.	Defect Liability Period	24 Months (refer Section-IV, Appendix to Tender)	
32.	Signing of Agreement	Within 28 days from the date of issue of Letter of Acceptance (LOA)	

2.0 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 / Addendum, if any would be hosted on the website only.

3.0 **ELIGIBILITY CRITERIA**

Eligibility of the applicants shall be assessed based on the “**Essential Qualifying Criteria**” as given in Annexure-V to “Instructions to Tenderers”.

4.0 **Accessing/ Purchasing of Bid Documents**

- 4.1 The complete Bid Document can be viewed / downloaded from the e-Procurement portal i.e. <https://etenders.gov.in/eprocure/app> free of cost.
- 4.2 Help for Contractors, FAQ, Information about DSC and Bidders Manual Kit containing the detailed guidelines for e-Procurement system are also available on Central Public Procurement Portal.
- 4.3 It is mandatory for all the bidders to have class-III Digital Signature Certificate (in the name of person having power of attorney to sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-Procurement of IRCON.
- 4.4 It is mandatory for the bidders to get their firm /company registered with e-procurement portal <https://etenders.gov.in/eprocure/app> to have user ID & password.
- 4.5 Tender documents will be available online on website <https://etenders.gov.in/eprocure/app> as per date sheet which can be downloaded free of cost. However, to participate in the online bidding process, bidders are required to pay a non-refundable fee of Rs. 50,000/- (Rupees Fifty Thousand only) towards the cost of one set of tender document through NEFT or RTGS only in IRCON's bank account no.: **42516356325**, RTGS/IFSC code: **SBIN0031580** at State Bank of India, Mandir Marg, Saket, New Delhi-110017.

5.0 Instructions to Bidders for Online Bid Submission on the e-Procurement portal <https://etenders.gov.in/eprocure/app>.

Bidders may download and refer the "Instructions for Online Bid Submission" from

<https://etenders.gov.in/eprocure/app;jsessionid=F90A7689A0BF87EF35B88D2CA57C6FD4.cppsugp2?page=StandardBiddingDocuments&service=page>).

6.0 Pre-bid meeting

- 6.1 A pre-bid meeting of the interested prospective bidders shall be convened on XX.11.2025 in the office of Executive Director/VME, IRCON INTERNATIONAL LIMITED (IRCON in abbreviation), C-4, District Centre, Saket, New Delhi – 110017 as well as through VC at <https://meet.google.com/dft-awqt-gvk>.
- 6.2 The purpose of the pre-bid meeting is to clarify issues and to answer questions on any matter that may be raised.
- 6.3 The bidder is requested to submit his queries in writing so as to reach this office not later than one week 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 Executive Director/VME, IRCON INTERNATIONAL LIMITED (IRCON in abbreviation), C-4, District Centre, Saket, New Delhi – 110017. Any such letter of authority shall reach IRCON at least three days before the date of pre-bid meeting.

- 7.0 IRCON 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 <https://etenders.gov.in/eprocure/app> at any time before the closing time of tender. The tenderers who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. This shall be the responsibility of the prospective registered bidders to check the web site for any such corrigendum/addendum at the time of closing time of tender and ensure that bid submitted by them are in accordance with all the corrigendum's/addendums. Suitable time extension (not less than 3 days beyond the date of last amendment) for submission of bids will be granted.
- 8.0 The tender documents shall be submitted online in the prescribed format given on the websites and technical bids received online shall be opened as per date sheet or Corrigendum thereof. No other mode of submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in "Technical Bid". Bill of Quantities with rates duly filled in are to be submitted in the format provided online in the name of "Financial Bid". Hence, physical submission of the documents is limited to submission of original Earnest Money Deposit in the form of Pay Order/ Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee as per provision given in sub – clause 9.1 of Instructions to Tenderers. Representative of the bidder, who chooses to attend, may attend the online opening of the technical bids on the scheduled date and time of Bid opening. However, such representatives shall be allowed to attend the opening of the Technical Bids, only, if such person presents the letter of authority issued in his name by the bidder on his letter head.
- 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. IRCON 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 Earnest Money in the form as specified in tender documents shall not be considered and shall be summarily rejected.**

- 14.0 IRCON 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. IRCON'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 IRCON in this regard shall be final and binding.
- 16.0 IRCON reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above clause no. 15.0 of Notice Inviting Tender.
- 17.0 **The validity of the offer shall be for the period indicated in "Appendix to Tender" after the date of opening (Technical Bid) of the tender.**
- 18.0 Deleted

For & on behalf of
The Development Commissioner, Ministry of Micro,
Small and Medium Enterprises

Executive Director/VME
IRCON INTERNATIONAL LIMITED
C-4, DISTRICT CENTRE, SAKET,
NEW DELHI-110017
E-mail ID: ircon.b1100009@ircon.org
Contact Number: 9560595062; FAX:+91-11-
26522000,26854000
Email: masood.ahmad@ircon.org and
ircon.b1100009@ircon.org

SECTION - II

FORM OF BID

FORM OF BID

To

IRCON INTERNATIONAL LIMITED,

Acting Through

The Executive Director/VME,
IRCON INTERNATIONAL LIMITED
C-4, District Centre, Saket,
New Delhi – 110017

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 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 local 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 I/We offer to do the work **“Construction of MSME Technology Centre at Jaipur (Rajasthan) under the Scheme “Establishment of New Technology Centre/Extension Centre” on Engineering Design, Procurement and Construction (EPC) basis including Maintenance for 2 year during DLP Period”** 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 International Limited.

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

Thanking you,

Yours Faithfully,

Signature_____ and name of the signatory_____in
capacity of_____duly authorized to sign bids for and on behalf of:

_____*(In Block capital
letters)*

Date this_____day of _____2025.

SECTION - III

INSTRUCTIONS TO TENDERERS

SECTION III: INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS

A.

1 General

- 1.1 Name of the Work: As indicated in 'Appendix to Tender'.
- 1.2 "A bidder in the capacity of Individual or Sole Proprietor, Partnership Firm, or Company can participate in the tender and the bidder must upload attested copies of the constitution of its firm such as partnership deed, Memorandum & Articles of Association, etc. along with original Power of Attorney of authorized signatory".
- 1.3 The work is proposed to be executed under the following relationship.
- a) Client : As indicated in 'Appendix to Tender'.
 - b) Employer : IRCON INTERNATIONAL LIMITED address as given in 'Appendix to Tender'.
 - c) Contractor : The successful tenderer to whom the work is awarded shall become the contractor 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'.
- The scope given above is only indicative. The detailed scope has been described in the tender documents.
- 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 tenders in which such bidder has participated and EMD of all such tenderers shall stand forfeited.

2 Cost of Bidding

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

B. The Bidding Documents

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

3.0 Set of bidding documents:

3.1 The bidding documents include the following:

- i Notice inviting Tender
- ii Instruction to the tenderer
- iii Appendix to the Tender
- iv Form of Bid
- v. Special Condition of Contract (SCC).
- vi. General Condition of Contract (GCC).
- vii. Design Basis Report.
- viii. Technical specifications.
- ix. Tender Drawings
- x. Safety, Health and Environment Specifications
- xi. Financial Bid comprising of BOQ and Schedule of Payments

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

4.0 Understanding and Amendment of Tender Documents

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

4.2 The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. **For any information/clarification regarding the site visit, the bidder may contact Sh. J.K. Maurya, AGM/IRCON (Contact No. 9560595328).** 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 Act, 2017 (UTGST)/ respective

state's State Goods and Service Tax Act (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 immediately after the award of contract, without which no payments shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- 4.5 In case the successful bidder is not liable to be registered under CGST/IGST/UTGST/SGST Act, IRCON 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 Language of Bid

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

6 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.
- 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 IRCON. 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 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 Transfer of tender documents

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

9 Earnest Money

- 9.1 The tenderer must furnish the Earnest Money as indicated in 'Appendix to Tender' for the work as specified failing which the tender shall be summarily rejected. The Earnest Money may be in any one of the following forms:
- a) Pay Order/Demand Draft of any Scheduled Bank in India in favour of Ircon International Limited payable at a place as given in Appendix to Tender. It is mandatory for bidders to provide their Banker's details (Name of Bank & Branch) along with their own bank details (Account No., Name of Account Holder, NEFT/RTGS details).
 - b) Fixed Deposit Receipt issued by any Scheduled Bank in India endorsed in favour of IRCON INTERNATIONAL LIMITED.
 - 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 IRCON's bank account no.: 42516356325, RTGS/IFSC code: SBIN0031580 at State Bank of India, Mandir Marg, Saket, New Delhi-110017 in favour of **"IRCON INTERNATIONAL LIMITED"** payable at New Delhi and email ID sjrs.1036@ircon.org. In case of EMD amount being more than Rs. 10.00 Lacs, it can also be deposited in the form of irrevocable Bank Guarantee/Insurance Surety Bond (ISB) valid for minimum 180 days beyond the last date of submission of bid. Bank Guarantee issued by a Scheduled Bank as per the format enclosed at Annexure VIII to 'ITT'. 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 branch of the issuing bank. Insurance Surety Bond should be as per the format enclosed at Annexure - VIII(A) from an insurance company registered under

Insurance Act 1938 or as amended from time to time and approved by Insurance Regulatory Development Authority of India (IRDAI).

- 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/ISB 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.

The Earnest Money Deposit of the successful tenderer shall be dealt as under:

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) :

- 10.1 Integrity Pact will be applicable for all tenders/ contracts (for works & supply) of value Rs. 5 Crore & above at all Indian projects. Integrity Pact attached as Annexure-VI to 'Instructions to Tenderers' shall become a part of tender.
- 10.2 Integrity Pact shall be signed by the authorized signatory of the tenderer and witnessed in the format attached as Annexure-VI at the time of signing Contract Agreement. Bidders shall abide by the provisions of Integrity Pact by signing the Affidavit attached as Annexure – IV to Instructions to Tenderers.
- 10.3 If the bidder is a partnership or a consortium, this pact will be signed by all partners or consortium members at the time of signing Contract Agreement.
- 10.4 Only those vendors/bidders who sign the Affidavit shall be qualified to participate in the bidding process.
- 10.5 The Integrity Pact will be signed by IRCON at the time of execution of Agreement with the successful tenderer.
- 10.6 Name, Designation & Address of Nodal Officer of IRCON :

Shri Masood Ahmad
Executive Director/VME
C-4, District Centre, Saket, New Delhi –
110017
Mob.: 9560595062
mail-ID: masood.ahmad@ircon.org,
ircon.b1100009@ircon.org

- 10.7 Name & Address of IEM :

(a) **Shri Bimal Jhulka, IAS (Retd.)**
D-419, Defence Colony
New Delhi – 110024
Email: iem.reference@ircon.org

(b) Shri Madhusudan Prasad

M-11, Green Park Main,
New Delhi - 110016
Email: iem.reference@ircon.org

(c) Lt Gen Harsha Gupta,

PVSM, UYSM, AVSM, YSM, VSM(Retd)
Apartment No A-113, India Bulls Enigma,
Dwarka Expressway, Sector-110 Gurugram
(Haryana)-1220017,
Email: 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.**
- 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 in the CPP Portal (<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 this notice 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, IRCON will be free to seek confirmation of information from the issuer of the document.

E. e-Bid opening and Evaluation

16 Opening of the 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 reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. The tenderer must note that during negotiations of rates 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.

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 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 Contractor in token of his acceptance shall constitute a legal and binding contract between Employer/Engineer and the contractor till such time the contract agreement is signed.

24 Contractor Performance Feedback and Evaluation System

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

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

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

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

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 IRCON for a period of 2 years.

- b. If any suppression of information and misrepresentation is found after the award of Contract, the Contract may be terminated with forfeiture of EMD, PG and SD (if any). The Contractor will also be disqualified for future tenders of IRCON for a period of 2 years.

Annexure - 'I'

(Ref.: 'Form of Bid' , Sub-clause no.: 10.2 of General Conditions of Contract and Clause no. 64.0 of GCC)

DETAILS OF THE BIDDER

1. Name of the Bidder :
- 1.1 Registered Address of the bidder :
Land Line Telephone Number with STD Code :
FAX Number with STD Code :
- 1.2 Address for communication :

Land Line Telephone Number with STD Code :
FAX Number with STD Code :
e-mail Address :
2. Banker's Details for Payment through Electronic Clearing System (ECS):
Name of bank :
Address of bank :
Account No. :
Name of Account Holder :
IFSC :
Telephone No. with STD Code :
e-mail Address :

Annexure -‘II’

(Ref. Clause 24 of ‘Instructions to Tenderers’ at Page 20)

ASSESSMENT OF PERFORMANCE OF WORKING SUBCONTRACTOR

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

Annexure – ‘III’

(Ref. Clause 24 of ‘Instructions to Tenderers’ at Page 20)

ASSESSMENT OF PERFORMANCE OF WORKING CONSULTANT

DELETED

Annexure-'IV'

(Ref. Clause 26.b. Instructions to Tenderers at Page 21,
Clause 4. of Essential Qualifying Criteria at Page 25 & Sub-clause 10.2 of ITT at Page 15)

AFFIDAVIT

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

1. Neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm have been declared non-performer by Central/ State Government Department in India including authority controlled by them during the last two years prior to the date of our 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 Central/ State Government Department in India including authority controlled by them.
3. As on date our bid submission, neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm/ JV are in Corporate Insolvency Resolution Process (CIRP)/ liquidation/ Winding up/ CDR/SDR/S4A/Flexible Structuring or any other restructuring scheme due to financial stress and have not been in default on any debt obligations on the bid due date.
4. No contract agreement between IRCON 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 IRCON 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 IRCON and we agree to furnish any such information at the request of IRCON 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 IRCON.
8. We have read and understood all the provisions included in the Integrity Pact and abide by them, if applicable.
9. **We have read and understood all the provisions included in the bid documents and abide by them.**

10. The information furnished by us is correct and we understand the consequences in case any of the information furnished is not found to be true.

(Signed by the Authorized Representative of the Firm)

Name of the Authorized Representative.

Name of the Firm.

Dated:

Essential Qualifying Criteria

1. The bidder should possess the experience of having successfully completed or substantially 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 anyone of the following:-
 - i) Three similar completed works each costing not less than the amount equal to 30% of the estimated cost.
 - ii) Two similar completed works each costing not less than the amount equal to 40% of the estimated cost.
 - iii) One similar completed work costing not less than the amount equal to 60% of the estimated cost.

Notes:

“Similar works” shall mean “Project comprising Construction of RCC framed structure Building (Ground Floor + 2 Story or more) typically consisting of HVAC System, Fire Fighting Services, Plumbing Services, Electrical Works, external development and horticulture works.”

The contractor shall submit documentary evidence in form of completion certificate clearly mentioned scope of work mentioned as above duly signed by an officer not below the rank of Executive Engineer or General Manager in case of private work.

In case of private work, the agency shall submit TDS certificates for the payment received for the work from employer. The department reserves the right to verify the documents submitted and shall conduct a visit to see the work for which the completion certificate is produced.

For similar work experience, bidder shall use Up-dation factor to update the price of eligible projects as given below:

Year	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6	Year-7
Up-dation Factor	1.00	1.07	1.14	1.21	1.28	1.35	1.42

2. The Average annual financial turnover for last 3 financial years shall be at least 30% of the estimated cost put to tender.

For average annual financial turnover, bidder shall use Up-dation factor to update the annual turnover as given below:

Year	Year-1	Year-2	Year-3
------	--------	--------	--------

Up-dation Factor	1.00	1.07	1.14
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Notes:

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

3. Net worth of the bidder should be at least 10% of the estimated cost of the work. 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 invitation of the tender, but not earlier than a year immediate financial year.
 - 3.1 The bidder whose annual financial turnover do not exceed Rs. 50 Lakhs should submit copy of applicable ITR under Income tax rules which is generated from Income tax portal and duly self- attested to judge their net worth and turnover.
 - 3.2 In case of Companies “Net Worth” means the aggregate value of the paid-up share capital and all reserves created out of the profits, securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
 - 3.3 In other cases, the “Net Worth” means the aggregate value of the capital accounts, owners’ current account and all reserves (including credit balance of profit and loss account) created out of the profits, after deducting the aggregate value of the accumulated losses, drawing accounts, loan / advances to Sole Proprietor / Partners / Owners, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, writeback of depreciation and amalgamation
4. The Bidder should at least have earned profit in minimum one year in the available last three consecutive balance sheets.
5. The bidder should submit completion certificates in reference to S.No.1 (minimum 3 nos., 2 nos. or 1 no. 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 for having successfully completed similar works in the last 7 years. Certificates issued by such Public Limited Company / Concessionaire Company /Private Company/ JV Company must be supported by Tax Deducted at Source (TDS) Certificates (Form 16A/ 26AS) in evidence of the value of work executed. In case of supply contracts, Copies of GSTR-1/GSTR 3B to be submitted by the bidder as a proof of payment received for supply. Before implementation of GST where no TDS is deducted, relevant copies of purchase order and invoices along with bill wise details of payment received duly certified by Chartered Accountant should be submitted by the bidder in support of value of work executed

- 5.1 It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.
6. No proceedings under Corporate Insolvency Resolution Process (CIRP) / Liquidation/ Winding-up must be going on against the Bidder in the National Companies Law Tribunal (NCLT) or any other court of law.
7. The bidder shall sign the Affidavit as enclosed in Annexure-‘IV’ of “Instructions to Tenderers”. This Affidavit shall be signed by all the partners of Partnership firm.
8. Joint-venture or Consortia of firms / companies shall not be allowed and the bidders should meet the above criteria themselves.

[Explanation for above Essential Qualifying Criteria No. 1 to 8:

- i. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor’s default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.
- ii. In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.
- iii. If a provisional completion certificate is issued by the concerned organization, such work shall be considered for fulfillment of credentials. However, the value of work done shall be considered to the extent of actual amount paid by the client.
- iv. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including Price Variation amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- v. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
- vi. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the

quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm(e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs.6crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

- vii. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
- viii. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
- ix. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
- x. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
- xi. In a partnership firm “AB” of A&B partners, in case A also works as propriety firm “P” or partner in some other partnership firm “AX”, credentials of A in propriety firm “P” or in other partnership firm “AX” earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
- xii. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
- xiii. In case company A is merged with company B, then company B would get the credentials of company A also.]

INTEGRITY PACT

General

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

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

WHEREAS IRCON 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, IRCON 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 IRCON 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 IRCON will commit to prevent corruption, in any form, by its officials by following transparent procedures.

THE PARTIES HERETO 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. Commitments of IRCON

- 2.1 No official of IRCON, 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 IRCON 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 IRCON 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 IRCON is reported by the BIDDER to the Chairman & Managing Director of IRCON with full and verifiable facts and the same is prima facie found to be correct by the Chairman & Managing Director of IRCON, necessary disciplinary proceedings, or any other action as deemed fit, may be initiated by IRCON 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 IRCON, 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 IRCON 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 IRCON 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 IRCON 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 IRCON 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 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 IRCON, or alternatively, if any relative of an officer of IRCON 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 IRCON.
- 3.14 **All disclosures required under this Pact shall be included as Annexures/Appendices thereto 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 IRCON 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 IRCON'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 IRCON 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 IRCON 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 IRCON in the event of any action under this Para 5 and IRCON shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

6. Independent External Monitors (IEMs)

6.1 IRCON 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

(a) **Shri Bimal Jhulka, IAS (Retd.)**

D-419, Defence Colony

New Delhi – 110024

Email: iem.reference@ircon.org

(b) **Shri Madhusudan Prasad**

M-11, Green Park Main,

New Delhi - 110016

Email: iem.reference@ircon.org

(c) **Lt Gen Harsha Gupta,**

PVSM, UYSM, AVSM, YSM, VSM(Retd)

Apartment No A-113, India Bulls Enigma,

Dwarka Expressway, Sector-110 Gurugram

(Haryana)-1220017,

Email: iem.reference@ircon.org

6.2 The task of IEMs shall be to review independently and objectively whether, and to what extent, the Parties comply with the obligations under this Pact.

6.3 The IEMs shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.

6.4 Both the Parties accept that the IEMs would have a right to access, without restriction, to all Project documentation of IRCON 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 IRCON appointed by the CMD. 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 CMD of IRCON 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 CMD of IRCON within 6 weeks from the date of reference or intimation to him by IRCON/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 IRCON 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 honoured 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 International Limited

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

Name of the Authorized Officer.
Designation

Name of the Authorized Officer
Designation

(SEAL)

(SEAL)

Witness

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 in IRCON

(Issue No.:01 Date: 10.06.2013)

IRCON INTERNATIONAL LIMITED
(A Govt. of India Undertaking)
C-4, DISTRICT CENTRE, SAKET,
NEW DELHI-110017

PHONE: +91-11-29565666; FAX: +91-11-26522000, 26854000
E-mail: info@ircon.org ; Web: www.ircon.org
CIN: L45203DL1976G01008171

PROCEDURE FOR SUSPENSION/BANNING OF BUSINESS DEALINGS

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1 Introduction

- 1.1 IRCON is a specialized construction organization covering the entire spectrum of construction activities and service in the infrastructure sector, especially Railways. The primary objective of IRCON is timely and efficient execution of projects assigned to it and at the same time ensuring the quality thereof. As a commercial organization IRCON is expected to adopt ethics of highest standards and a very high degree of integrity, commitment and sincerity towards the work undertaken. Accordingly, it is not in the interest of IRCON to deal with such Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded/orders issued to them. Appropriate action needs to be taken against them in accordance with the procedure prescribed herein.
- 1.2 This procedure shall be applicable for effecting suspension/banning of business dealings with Agencies working for IRCON. It is incumbent upon IRCON 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 IRCON 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.
- 2.4 These guidelines shall apply to all the Projects/Regional Offices of IRCON.

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 Director of IRCON and

b) 'Appellate Authority' shall be CMD, IRCON

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

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.

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

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

4.1 For security considerations, including suspected disloyalty of the Agency to the State or IRCON, as the case warrants;

4.2 If any Director/Owner/Proprietor or partner of the Agency, is convicted by a Court of Law for an offence involving moral turpitude in relation to its business dealings with IRCON, any Government Department/Ministry or any other Public Sector Enterprise.

4.3 If there is strong justification for believing that any Director, Proprietor, Partner, owner of the Agency has been guilty of malpractices, such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.

4.4 If the Agency engages a public servant dismissed/removed from service on account of corruption or employs a person convicted for an offence involving corruption, moral turpitude or abetment of such offence; in a position where he could corrupt government servants.

4.5 If the Agency has resorted to corrupt, fraudulent malpractices including misrepresentation of facts;

4.6 If the Agency uses intimidation/threats or brings outside pressure on the Company (IRCON) 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 IRCON, 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 IRCON.
- 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 IRCON, forcefully occupies or damages the IRCON'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 concerned ED/IRCON 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 IRCON to enter into fresh business dealings with the Agency or order immediate suspension of further business dealings with the Agency. The ED 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 IRCON.
- 5.1.3 If the Competent Authority, after consideration of the matter, including the recommendations of the Investigating Department/report of the ED, decides that it would not be in the interest of IRCON 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 IRCON. 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 IRCON.

5.2.2 An Investigating committee consisting of ED concerned, ED/Finance and an ED nominated by Competent Authority shall look into the charge(s) against the agency. The functions of the committee shall, inter-alia include:

- i. To study the report of the project head/Functional head / Investigation agency and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
- ii. To recommend for issue of show-cause notice to the Agency by the competent authority as per clause 5.2.3.
- iii. To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv. To submit final recommendations to the Competent Authority for banning or otherwise.

- 5.2.3 On receipt of the report of the Investigating Committee if the Competent Authority is prima-facie of the view that action for banning of business dealings with the Agency is called for, a show-cause notice may be issued to the Agency after approval by the Competent Authority.

- 5.2.4 The show cause notice, duly approved by the Competent Authority, may be issued by Regd. A.D./Speed Post by concerned ED 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 defence 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 IRCON, 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 IRCON shall be applicable to the Agency including its allied firms as defined in Para 1102 of IR Vigilance Manual.
- 5.2.8 Decision of Competent Authority will be intimated to the concerned ED, 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 IRCON. 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 ED to the delinquent agency and its allied firm and circulate it with advice to all Project Heads and Corporate Office of IRCON.

This procedure order is issued with the approval of CMD/IRCON.

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

ANNEXURE – VII

(Ref. Clause 8.0 of e-Procurement Notice, sub-clause 'C. 6.3' of ITT at Page 13, sub-clause D.12.2 of ITT at Page 17 & sub-clause D.15.1 of ITT at Page 17)

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 manpower (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, EPF Registration, PAN No.
9. ISO 9001-2008 certificate (if any).
10. Schedule of start and completion of work in the form of Bar Chart.
11. Methodology for execution of works.
12. Proof of transaction towards payment of Cost of Tender Document/ Earnest Money through NEFT or RTGS and copy of Earnest Money Deposit of requisite amount in the prescribed form.
13. Power of Attorney duly attested by Notary Public in favour of the person signing the e-bidding documents digitally as well as manually.
14. Bankers details (name of bank and branch) along with bidders own bank details (Account No., Name of Account Holder, NEFT/RTGS details) as per Format given in Annexure-I).
15. Affidavit (as per Format given in Annexure-IV)
16. Scanned copy of EMD in prescribed form.
17. Any other details sought through ITT.

Note:

- i) **Hard copy of above documents in original must be presented to IRCON, 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.**
- iii) **Submission of Earnest Money Deposit in original in the form of Pay Order/DD/FDR/BG as referred in clause no. 9.0 of 'Instructions to Tenderers'.**

FORMAT-1
(Ref. Sr. No. 3. of Annexure-VII to Instructions to Tenderers at Page 45)
DETAILS OF SIMILAR WORKS COMPLETED IN LAST SEVEN YEARS

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

Note :

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

FORMAT-2
(Ref. Sr. No. 4 of Annexure-VII to Instructions to Tenderers at Page 45)
ANNUAL TURNOVERS FOR THE LAST THREE YEARS

S. No.	YEAR	Turnover from Civil Engineering works (In lacs of Rs.)	Turnover from all sources (In lacs of Rs.)	Remarks
1				
2				
3				

Note :

1. Please attach certified/attested copies of the latest ITCC and/or Profit and Loss Account statement to support the information furnished.
2. Certified Copy of Chartered Accountant showing turn-over.

FORMAT-3
(Ref. Sr. No. 5. of Annexure-VII to ITT at Page 45 of Instructions to Tenderers)
PROGRAMME FOR DEPLOYMENT OF MAN POWER

S. No.	Name	Qualification	Designation	Total Experience (in years)	Programme for Deployment
1					
2					
3					

FORMAT-4

(Ref. Sr. No. 6. of Annexure-VII to ITT at Page 45 of ITT)

PROGRAMME FOR DEPLOYMENT OF PLANT AND MACHINERY PROPOSED TO BE ENGAGED ON THE PROJECT

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

SECTION - IV

APPENDIX TO TENDER

APPENDIX TO TENDER

<u>DESCRIPTION</u>	Reference Clause
<u>Name of Work:</u> - Construction of MSME Technology Centre at Jaipur (Rajasthan) under the Scheme “Establishment of New Technology Centre/Extension Centre” on Engineering Design, Procurement and Construction (EPC) basis including Maintenance for 2 years during DLP Period	1.1 of Instructions to Tenderers
<u>Place of Registration of:</u> -	1.2 of Instructions to Tenderers
<u>Client:</u> - The Development Commissioner, Ministry of Micro, Small & Medium Enterprises A-Wing 7th Floor, Nirman Bhawan, Maulana Azad Road, New Delhi-110001	1.3(a) of Instructions to Tenderers
<u>Employer:</u> - IRCON INTERNATIONAL LIMITED C-4, District Centre, Saket, New Delhi-110 017.	1.3(b) of Instructions to Tenderers
<u>Scope of Work:</u> - Construction of MSME Technology Centre at Jaipur (Rajasthan) under the Scheme “Establishment of New Technology Centre/Extension Centre” on Engineering Design, Procurement and Construction (EPC) basis including Maintenance for 2 years during DLP Period	1.5 of Instructions to Tenderers
<u>Approximate Estimated Cost of the Work:</u> - Rs. 82 Crores	1.6 of Instructions to Tenderers
<u>Amount of Earnest Money: Rs. 47 Lakh</u> In case EMD is submitted in the form of Pay Order/Demand Draft, the same shall be payable in the name of IRCON INTERNATIONAL LIMITED Payable at New Delhi.	9.1 of Instructions to Tenderers
<u>Period of Validity of Tender:</u> - 90 days.	11.1 of Instructions to Tenderers
<u>Period of Completion:</u> - 18 (Eighteen) Months	1.0 of e-Tender Notice
<u>Defect Liability Period:</u> - 24 months from the date of completion	1.0 of e-Tender Notice

ANNEXURE-VIII

(Ref. Sub-clause 9.1 c) of Instructions to Tenderers at Page 14)

(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 INTERNATIONAL 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 INTERNATIONAL LIMITED (hereinafter called "the Employer") in the sum of _____ * [amount of Guarantee], _____ [amount in words] for which payment well and truly to be made to IRCON INTERNATIONAL 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 INTERNATIONAL 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 INTERNATIONAL 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 pay to IRCON INTERNATIONAL LIMITED up to the above amount upon receipt of their first written demand, without IRCON INTERNATIONAL LIMITED having to substantiate their demand, PROVIDED THAT in their demand IRCON INTERNATIONAL 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 upto 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 invokable at our place of business at New Delhi/NCR/Project HQ (Indicate detail address of branch with Code No.)***. The branch at New Delhi/NCR/Project HQ is being advised accordingly.
5. This Bank Guarantee Shall be operative only if it is accompanied by a separate advice sent by _____ (Name of issuing bank, Pwith address) on _____ (Name of Employer's Bank with address) IFS Code _____ through Structured Financial Messaging System(SMFS) 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 by IRCON INTERNATIONAL LIMITED (through corrigenda).

***. The Bank should indicate detailed address of New Delhi/Project HQ branch along with its Code No.

ANNEXURE-VIII(A)

(Ref. Sub-clause 9.1 c) of Instructions to Tenderers at Page 14)

Format of Insurance Surety Bond for Earnest Money Deposit

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

(Refer Clauses 9.1(C) of ITT)

Insurance Surety Bond No.....

Date:.....

(Name of Contract)

To: (Name and address of Tender Inviting Authority i.e. IRCON)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above-named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We (name of Insurance Company) of.

.....

KNOW

ALL PERSONS by these present that We (name of Insurance Company) of. (address of Insurance Company) (hereinafter called "the Surety"), are bound unto IRCON International Limited (IRCON), having its office at C-4, District Centre Saket, New Delhi-110017, (hereinafter referred to as the "IRCON", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) for the sum of. (amount), for which payment well and truly to be made to IRCON, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corruptor collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by IRCON during the period of bid validity.
 - (a) fails or refuses to sign the Contract Agreement when required, or
 - (b) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to IRCON up to the above amount upon receipt of its first

written demand, without IRCON having to substantiate its demand, provided that in its demand IRCON will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the.....(name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company

in the capacity of

Common Seal of the Insurance Company with complete address including
Tel. Nos./e- Mail Id. Staff Authority No. of the officer of the Insurance
Company/Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR BID SECURITY

1. Insurance Surety Bond for Bid Security should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Bid Security shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Bid Security shall be duly

signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company

4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.
5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of IRCON INTERNATIONAL LIMITED issued by any Insurance Company registered under insurance Ac amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to IRCON.
6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to IRCON (authority inviting tenders) with forwarding letter.