



इरकॉन इंटरनेशनल लिमिटेड
(भारत सरकार का उपक्रम)
IRCON INTERNATIONAL LIMITED
(A Govt. of India Undertaking)
An Integrated Engineering and Construction Company



No. IRCON/ELECT/5037-5038/NCRTC/GLOBAL TENDER/3

Dt.:07.06.2021

The Secretary Commercial
(As per Mailing List)

Sub: **Invitation of Global Open e-Tender through International Competitive Bidding for the work of Delhi – Ghaziabad – Meerut RRTS Corridor of NCRTC (Package-19 Lot 1 & Lot 2)”**

Dear Sir/Madam,

Ircon International Limited (A Govt. of India Undertaking under the Ministry of Railways) has been awarded the work of Design, Supply, Installation, Testing and Commissioning of Receiving Sub Stations [including 25 kV AC Traction cum 33 kV Auxiliary Main Sub Stations], Extra High Voltage & High Voltage cabling, 25 KV Overhead Equipment (FOCS/ROCS), Auxiliary Power Supply [including Auxiliary Sub Station], SCADA Systems, Operational Control Centre and Associated works on Viaduct & Tunnel for Delhi – Ghaziabad – Meerut RRTS Corridor of NCRTC (Lot 1 & Lot 2).

In this regard, we have floated Global Open e-Tender through International Competitive Bidding for the following item:

| S.No. | Name of Work / Item | e-Tender No. and Date | Last Date & Time for e-Bid Submission |
|-------|---|---|---------------------------------------|
| 1. | Design, Manufacture & Supply of Contact Wire (150 Sqmm), Messenger Wire (120 Sqmm) and Dropper Wire (5mm Dia) for Stage-1 of Lot-1 for the work of Delhi – Ghaziabad – Meerut RRTS Corridor of NCRTC (Package-19 Lot 1 & Lot 2) | IRCON/ELECT/5037-5038/NCRTC/OHE CONDUCTOR STAGE 1/OT/27 Dated: 05.06.2021 | 15.06.2021 up to 1700 Hrs IST |

The complete set of tender document has been uploaded on website <https://etenders.gov.in/eprocure/app>. Corrigendum, if any, would be uploaded only on the website only.

We are enclosing a copy of Notice Inviting Tender (NIT) of the floated tender and request you to kindly circulate and bring it to the notice of prospective bidders of your country.

Thanking You.

Yours sincerely,


(Sanjay Gupta)

Chief General Manager / Electrical

Encl: As above.





IRCON INTERNATIONAL LIMITED
(A Govt. of India Undertaking)

GLOBAL e-PROCUREMENT DOCUMENTS
(Global Competitive Bidding)

FOR

“Design, Manufacture & Supply of Contact Wire (150 Sqmm), Messenger Wire (120 Sqmm) and Dropper Wire (5mm Dia) for Stage-1 of Lot-1 for the work of Delhi – Ghaziabad – Meerut RRTS Corridor of NCRTC (Package-19 Lot 1 & Lot 2)”

JUNE 2021

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
Web:www.ircon.org
CIN-L45203DL1976GOI008171

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GLOBAL e-PROCUREMENT DOCUMENT
(Global Competitive Bidding)

PART-I

TECHNICAL BID



SECTION – I
Global e-Procurement Notice
(Global Competitive Bidding)



IRCON INTERNATIONAL LIMITED
(A Govt. of India Undertaking)

No.: IRCON/ELECT/5037-5038/NCRTC/OHE CONDUCTOR STAGE 1/OT/27

Date :05/06/2021

GLOBAL e-PROCUREMENT NOTICE
(Global Competitive Bidding)

DATE SHEET

| | | | | |
|----|-----------------------------------|---|------------|---------------|
| 1. | Publishing Date | : | 05/06/2021 | 17:30 Hrs IST |
| 2. | Bid Document Download/ Start Date | : | 05/06/2021 | 17:35 Hrs IST |
| 3. | Clarification Start Date | : | 05/06/2021 | 17:45 Hrs IST |
| 4. | Clarification End Date | : | 08/06/2021 | 17:30 Hrs IST |
| 5. | Bid Submission Start Date | : | 09/06/2021 | 09:00 Hrs IST |
| 6. | Bid Submission End Date | : | 14/06/2021 | 17:00 Hrs IST |
| 7. | Bid Opening Date | : | 15/06/2021 | 17:00 Hrs IST |

- 1.0 Chief General Manager/Electrical, Ircon International Limited (IRCON), C-4, District Centre, Saket, New Delhi-110017, Email ID: sanjay.gupta@ircon.org, Contact No: 011-29565666 and +919560595063 invites online bid 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. **Consortium/Joint Venture firms/Companies are not permitted in this tender.**

| S. No. | Name of Work | Estimated Cost of Work excluding Custom Duty and GST | Earnest Money/ Bid Security Declaration | Completion Period |
|--------|---|--|--|-------------------|
| 1 | Design, Manufacture & Supply of Contact Wire (150 Sqmm), Messenger Wire (120 Sqmm) and Dropper Wire (5mm Dia) for Stage-1 of Lot-1 for the work of Delhi – Ghaziabad – Meerut RRTS Corridor of NCRTC (Package-19 Lot 1 & Lot 2) | EURO 939,892/- | A Bid Security Declaration has to be submitted on non judicial stamp paper of Rs. 100/- as per format in Annexure-VIII of ITT. However, the foreign bidder may submit the required document in the bid on non judicial stamp paper(s) through its local office in India or may submit the same on the letterhead, but the same has to be signed by the person(s) authorized to sign the bid documents. | 04 Months |

- 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 a valid Class-III Digital Signature Certificate (in the name of person having power of attorney to sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) 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 **Euro 600 (Euro Six Hundred) or equivalent INR 50,000/- (INR Fifty Thousand only)** towards the cost of one set of tender documents through NEFT or RTGS only in IRCON's bank.

For INR Currency Transfer of Rs. 50,000/- the Account details are as follows:

Account no.: 57500000076024,

IFSC Code: HDFC0000003 at HDFC Bank Ltd., Surya Kiran Building, KG Marg, New Delhi.

For EURO Currency Transfer of Euro 600/- the Account details are as follows:

Account Number :040802000000005

Bank Name : Indian Overseas Bank

Bank Address: Sector 13, R K Puram, South West, New Delhi-110066

IFSC Code: IOBA0000408

SWIFT Code: IOBAINBB408

- 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 – NA.**

- 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 website and e-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 Bid Security Declaration 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 e-bids on scheduled date & 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/e procure/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 "Bid Declaration Form" 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 **Purchase Preference Policy for Micro and Small Enterprises (MSEs) Registered Firms:**

- 18.1 Purchase Preference to Micro and Small Enterprises (MSEs) as admissible under Government's existing policy on the date of acceptance of tender shall be applicable to Micro and Small Enterprises (MSEs) registered for the tendered items of goods & services with any statutory bodies specified by Ministry of Micro, Small & Medium Enterprises having Udyog Aadhaar Memoranda shall also be given all benefits under Public Procurement Policy Order 2012.
- 18.2 The tenderer(s) shall submit photocopy of current and valid MSEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST or women entrepreneurs, monetary limit of their registration for the items of goods & services tendered to avail the benefits under the policy. The MSEs shall also submit a copy of "Entrepreneur's Memorandum (Part-II)" of the concerned district Centre where the unit is established. The MSEs must also indicate the terminal validity date of their registration.
- 18.3 Such MSE registered firms shall be exempted from payment of tender document cost and payment of Earnest Money Deposit.
- 18.4 Definition of MSEs owned by SC / ST is as given below:
- 18.4.1 In case of proprietary MSE, proprietor(s) shall be SC/ST.
- 18.4.2 In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
- 18.4.3 In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- 18.5 All bidders registered under Micro and Small Enterprises (MSEs) shall have to satisfy the eligibility criteria at par with other bidders. There shall not be any relaxation in eligibility criteria/ tender process or other tender requirements and L.1 price.
- 18.6 If lowest valid bidder is non-MSE firm, then in such a case -
- (a) IRCON may offer up to 25% of the tendered quantity to those firms registered under Micro and Small Enterprises (MSEs) Act whose quoted rate falls within + 15% of the lowest valid bid quoted price by non-MSE (L.1 offer) provided that they are willing to bring down their price matching to that of L.1 bidder and subject to their monetary limit.
- IRCON may split the total quantity of 25% proportionately amongst those MSEs firms whose rate fall within price band of L1 + 15% in case of more than one MSEs firms falling within this purview. While splitting the quantity amongst MSEs firms the first preference for 5% percent out of 25% shall be given to MSEs owned by Scheduled Castes or Scheduled Tribes and 3% out of 25% shall be given to MSEs owned by women entrepreneur subject to their monetary limit.
- (b) Purchase preference facilities shall not be applicable in the tender where quantity cannot be split. In such situations the total quantity shall be offered to the lowest valid bidder irrespective of their registration status and the benefit to MSEs shall be limited to exemption from cost of tender document and Earnest Money Deposit only.
- (c) The total quantity shall be offered to non-MSE lowest valid bidder, in case suitable offer of MSEs firm is not available or they do not agree to match the price to that of L1 bidder and the quoted price by MSEs is beyond +15% of the lowest valid price bid.
- (d) Since quantity of the tender cannot be split, purchase preference facility/preference, as mentioned in Para 18 above, shall be applicable as per 18.6 (b) only in this tender.
- 18.7 The above facilities shall not be applicable for the items for which they are not registered.
- 19.0 Following tender conditions on Make in India shall be applicable for tenders valuing more than Rs. 5 lacs:-**

- 19.1 In procurement, where there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs 50 Lakhs or less, only local vendors* shall be eligible. If the estimated value of such procurement is more than Rs. 50 Lakhs, the provisions of following clause/sub-clause 19.3 (i) and 19.3 (ii), as the case may be, shall apply.

(Local vendors means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under the Order of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion or by the competent Ministries/ Departments in pursuance to this Order.)

- 19.2 Bidders (manufacturer or principal of authorised representative) who have a valid/approved ongoing 'Make in India' agreement/ program and who while meeting "Essential Qualifying Criteria" as given in Annexure-V to "Instructions to Tenderers", would also be considered to be qualified provided:

- i) their foreign 'Make-in-India' associates meets "Essential Qualifying Criteria" as given in Annexure-V to "Instructions to Tenderers" without exemption, and
- ii) the Bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.
- iii) the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of The Product' offered including all warranty obligations as per the general and special conditions of contract.

- 19.3 In the procurements not covered by sub-clause 19.1 above, and which are divisible/ splittable in nature, the following procedure shall be followed:

- 19.3 (i) Among all qualified bids, if the lowest bid (L 1) is from a local vendor, the contract for full quantity will be awarded to L 1.

- 19.3 (ii) If L 1 bid is not from a local vendor, 50% of the order quantity shall be awarded to L 1. Thereafter, the lowest bidder among the local vendors, will be invited to match the L 1 price for the remaining 50% quantity subject to the local vendor's quoted price falling within the purchase preference margin of (L 1 + 20%), and contract for that quantity shall be awarded to such local vendor subject to matching the L 1 price. In case such lowest eligible local vendor fails to match the L 1 price or accepts less than the offered quantity, the next higher local vendor within the purchase preference margin of (L 1 + 20%) shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local vendors, then such balance quantity may also be ordered on the L 1 bidder.

- 19.4 In procurements not covered by sub-clause 19.1 above and which are not divisible and such procurements where the bid is evaluated on price alone, the following procedure shall be followed:

- 19.4 (i) Among all qualified bids, if the lowest bid is from a local vendor (L 1), the contract will be awarded to L 1.

- 19.4 (ii) If L 1 is not from a local vendor, the lowest bidder among the local vendors, will be invited to match the L 1 price subject to local vendor's quoted price falling within the purchase preference margin of (L 1 +20%), and the contract shall be awarded to such local vendor subject to matching the L 1 price.

- 19.4 (iii) In case such lowest eligible local vendor fails to match the L 1 price, the local vendor with the next higher bid within the purchase preference margin of (L 1 + 20%) shall be invited to match the L 1 price and so on and contract shall be awarded accordingly. In case none of the local vendors within the purchase preference margin of (L 1 +20%) matches the L 1 price, then the contract may be awarded to the L 1 bidder.

- 19.5 The local vendor at the time of tender shall provide self-certification that the item offered meets the minimum local content and shall give details of the location (s) at which the local value addition is made.
- 19.6 In cases of procurement for a value in excess of Rs. 10 Crores, the local vendor shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplies other than companies) giving the percentage of local content.
- 19.7 A vendor who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.

For & on behalf of
IRCON INTERNATIONAL LIMITED

Chief General Manager / Electrical
C-4, District Centre, Saket,
New Delhi – 110017.
Email ID- sanjay.gupta@ircon.org
Phone no- 011-29565666, 9560595063

**SECTION - II
FORM OF BID**

FORM OF BID

To

IRCON INTERNATIONAL LIMITED,

Acting Through
 Chief General Manager / (Electrical),
 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 " _____ " (*Name of the work*) 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 alongwith all tender documents shall constitute a binding contract between me/us and Ircon International Limited.

Thanking you,

Yours Faithfully,

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

_____ (*In Block capital letters*)

Date this _____ day of _____ 2021.

SECTION - III
INSTRUCTIONS TO TENDERERS

SECTION III: Instructions To Tenderers
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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. Any bidder from a country, which shares a land border with India, will be eligible to bid in this tender only if the bidder is registered with the Competent Authority nominated/Registration committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
 - (i) "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country;
 - (ii) The beneficial owner for the purpose of (i) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control of ownership.

- (iii) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- (iv) The successful bidder shall not be allowed to sub-contract works to any contractor from a country, which shares a land border with India unless such contractor is registered with the Competent Authority nominated/Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

1.4. The work is proposed to be executed under the following relationship.

- a) Client : As indicated in 'Appendix to Tender'.
- b) Employer/Engineer : 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/consultant for the execution of this work.

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

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

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

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

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

2. Cost of Bidding

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

B. The Bidding Documents

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

3. Content of bidding documents

3.1. The bidding documents include the following:

- Notice Inviting Tender
- Instructions to Tenderers
- Appendix to Tender
- Form of Bid
- Special Conditions of Contract
- General Conditions of Contract
- Particular Specifications
- General Specifications
- Test Sheet
- Technical Sheet (Guaranteed Technical Particulars)
- Bill of Quantities
- Format for Sub-Contractor Warranty
- Vendor Approval Procedure & Format

- 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. Understanding and Amendment of Tender Documents

- 4.1. The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- 4.2. The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.
- 4.3. Bidders will examine the various provisions of The Central Goods and Services Tax Act, 2017 (CGST)/ Integrated Goods and Services Tax Act, 2017 (IGST)/ Union Territory Goods and Services Tax 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/Bid Security Declaration

- 9.1. **The tenderer must furnish the Bid Security Declaration at the time of bid submission as indicated in 'Appendix to Tender' as per the format mentioned in Annexure-VIII of ITT for the work as specified failing which the tender shall be summarily rejected.**

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 successful Tenderer.

- 10.6 Name, Designation & Address of Tender Inviting Authority of IRCON:
Chief General Manager / Electrical
Ircon International Limited
C-4 District Centre, Saket,
New Delhi-110017,
Mobile No. +91 9560595063,
e-mail: sanjay.gupta@ircon.org
- 10.7 Name & Address of IEM:
Dr. T.M. Bhasin
Independent External Monitor (IEM)
C/o Chief Vigilance Officer
IRCON INTERNATIONAL LIMITED
C-4, District Centre, Saket
New Delhi-110017
E-mail: 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 e-bid in the CPP portal (<https://etenders.gov.in/e procure/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 Instructions to Tenderers and those attached as per the Annexure VII are deemed to be a part of the bid/tender and accepted by the bidder.
- 15.2. In case of any ambiguity, 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 Bid Security Declaration, 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 and <75% for Consultancy Contracts) based on the parameters as listed in Annexure 'II' and 'III' respectively, the Contractor is liable to be declared a 'Non-Performer', and will become ineligible for participation in future tenders of this Organization for a period of 2 (two) years from the date of such decision. This decision is to be conveyed to the Contractor in writing. The non-performer status may be revoked during currency of the contract on improvement of performance parameters during the next annual review.

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

25. 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 bidder must be submitted along with bid.

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

27. Tenderer to be fully responsible for the consequences of misrepresentation

- a. Any suppression of information and misrepresentation will render the tenderer ineligible for the tender. 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 PG and SD (if any). The Contractor will also be disqualified for future tenders of IRCON for a period of 2 years.

For & on behalf of
IRCON INTERNATIONAL LIMITED
Chief General Manager / Electrical
IRCON INTERNATIONAL LIMITED
C-4, District Centre, Saket,
New Delhi – 110017.
Email ID- sanjay.gupta@ircon.org
Phone no- 011-29565666 ,09560595063

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

Ref. Clause 24 of 'Instructions to Tenderers)

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 | | |

(Ref. Clause 24 of 'Instructions to Tenderers')
ASSESSMENT OF PERFORMANCE OF WORKING CONSULTANT

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

(Ref. Clause 26.b. Instructions to Tenderers, Sub-clause 10.2 of ITT)

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 bid submission.
2. As on date our bid submission, neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm are debarred for tendering, blacklisted, suspended in Central/State Government Department in India including authority controlled by them.
3. As on date our bid submission neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm /JV are in Corporate Insolvency Resolution Process (CIRP)/ liquidation/ Winding up/ CDR/SDR /S4A / Flexible Structuring or any other restructuring scheme due to financial stress and have not been in default on any debt obligation 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 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.**

10.1 Model certificate for Tenders

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration with the Competent Authority nominated/Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT) shall be attached]

10.2 Model certificate for Tenders for Works involving possibility of sub-contracting

I have read the clause regarding restrictions on procurement from a bidder of a country

which shares a land border with India and on sub-contracting to contractors from such countries; I certify this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority nominated/Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration with the Competent Authority nominated/Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT) shall be attached]

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

(Signed by the Authorized Representative of the Firm)

Name of the Authorized Representative.

Name of the Firm.

Dated:

ANNEXURE – V

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

Essential Qualifying Criteria

1. The contractor should possess the experience of having successfully completed similar works during the last 7-years (ending last day of the month previous to the one in which tenders are invited) which should be any one of the following: -
 - i) Three similar completed works each costing not less than the amount equal to **Euro 393,873 or equivalent INR 3,31,29,950/-**
 - ii) Two similar completed works each costing not less than the amount equal to **Euro 525,164 or equivalent INR 4,41,73,266/-**
 - iii) One similar completed work costing not less than the amount equal to **Euro 853,391 or equivalent INR 7,17,81,557/-**

Notes:

Work shall be considered similar, if executed work consists of “**Supply of Contact Wire (150 Sq.mm) and/or Messenger Wire (120 Sq.mm)**”.

2. The average annual financial turnover during the last 3-years should be not less than **Euro 393,873/- or equivalent INR 3,31,29,950/-**

Notes:

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

In case the financials of immediate prior Financial Year have not yet been audited till the time of submission of the tender, the bidder shall submit an Affidavit to this effect stating that “the Financial Results of the immediate prior Financial Year has actually not been audited so far”. In such cases, the financials of preceding three audited financial years will be taken into consideration for evaluating the Annual Financial Turnover of the bidder. In the absence of such an Affidavit, the benefit of considering three preceding years would not be given and the bid would be evaluated considering turnover for two preceding years only.

3. The Contractor should have positive net worth. This will be judged from the audited Balance Sheet of the last financial year ending on a date not prior to 18 months from the date of invitation of the tender, but not earlier than a year immediate prior Financial Year.
4. The contractor should submit performance certificates and Letter of Award 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 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. Certificates issued by Public Limited Company must be supported by either Tax Deducted at Source (TDS) Certificates (Form 16A/26AS) OR relevant copies of Purchase order and invoices along with bill wise details of payment received duly certified by statutory auditor of the bidder in evidence of the value of work executed.
5. The bidder shall sign the Affidavit as enclosed in Annexure-‘IV’ of “Instructions to Tenderers”.

Explanatory Notes:

i.) Exchange Rate:

For Clause 1, works with payment received in other than Euro and INR shall be converted in INR by adopting the Exchange rate between that Currency and INR as prevailing on the completion date mentioned in the completion certificate and if month of completion is mentioned in the Completion Certificate then the exchange rate of last working day of the Month shall be taken.

For Clause 2. & 3., the Average Annual Turnover and Net Worth, in case the figure is stated in currency other than Euro and INR, the same (currency of each financial year) shall be converted to INR by adopting the Exchange rate between that Currency and INR as on last day of the respective financial year.

The rates of exchange shall be the Reference Rates of RBI as per website of RBI on that date. In case the exchange rate of particular currency on given date is not available in this web site, it will be as per the web site of Financial Benchmark India Private Limited (FBIL) as recommended by RBI. In case the exchange rate of particular currency is not available on any date in both these websites then the selling exchange rate as per the website of the Central Bank of that country to which the currency belongs will be taken. In case the exchange rate of that currency is not directly available in INR on that website then the currency will be first converted to USD as per that web site and then converted from USD to INR as Per RBI or FBIL. The Bidder should indicate the source used with documentary evidence for conversion and conversion rates used for converting foreign currency into INR.

ii.) In case any of the documents submitted by the bidder are in foreign language (i.e. any language other than English), the translation of the same shall be submitted and it should be authenticated by Embassy/High Commission.

INTEGRITY PACT

General

This Agreement (hereinafter called the Integrity Pact) is made on -----day of the month of----- 2021..., between Ircon 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 care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from making any complaint, directly or through any other manner, without supporting it with full and verifiable facts. If the BIDDER submits frivolous or false complaint(s), it will be liable to attract sanctions as mentioned in Para 5 of this Pact.
- 3.11 The BIDDER will not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of 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.

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 Dr. T.M. Bhasin
Independent External Monitor (IEM)
C/o Chief Vigilance Officer
IRCON INTERNATIONAL LIMITED
C-4, District Centre, Saket
New Delhi-110017
E-mail: 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 honored and implemented by the Parties in its intent and spirit.

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

(Full name & Registered Office address)

For and on Behalf of
Ircon International Limited

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

Name of the Authorized Officer.

Name of the Authorized Officer

Designation
(SEAL)
Witness

Designation
(SEAL)
Witness

1. _____
2. _____

1. _____
2. _____

LIST OF RELATIVESSection 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: L45203DL1976GOI008171

PROCEDURE FOR SUSPENSION/BANNING OF BUSINESS DEALINGS

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| 4. | Grounds on which Suspension/Banning of Business Dealings can be initiated |
| 5. | Initiation of Suspension/Banning |
| 6. | Appeal against the Decision of the Competent Authority |



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.



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

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

- 4.1 For security considerations, including suspected disloyalty of the Agency to the State or 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.

6.0 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, sub-clause D.12.2 of ITT & sub-clause D. 15.1 of ITT)

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. Form-EXP-1
5. Annual Turnover for the last three years with supporting documents (Format - 2).
6. Programme for deployment of man power (Format - 3).
7. Programme for deployment of Plant and Machinery on the project (Format - 4).
8. Attested copies of the constitution of its firm such as Partnership Deed, Memorandum and Articles of Association, etc.
9. GSTIN
10. ISO 9001-2008 certificate (if any).
11. Schedule of start and completion of work in the form of Bar Chart.
12. Methodology for execution of works.
13. Proof of transaction towards payment of Cost of Tender Document through NEFT or RTGS
14. Power of Attorney duly attested by Notary Public in favour of the person signing the e-bidding documents digitally as well as manually. The bidder should submit the notarised Power of Attorney. Power of Attorney(s) and Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions shall be submitted duly notarized by the notary public of country of origin and should be either stamped by Embassy/High Commission or Partner Countries of Hague convention may submit these document with "Apostille" stamp. Also, in case the documents are in foreign language the translation of the same shall be authenticated by Embassy/High Commission.
15. Bankers details (name of bank and branch) along with bidders own bank details (Account No., Name of Account Holder, NEFT/RTGS details) as per Format given in Annexure-I).
16. Affidavit (as per Format given in Annexure-IV)
17. Bid Security Declaration as per the format mentioned in Annexure-VIII of ITT
- 18. GTP (Guaranteed Technical Particulars) of the equipment's offered in line with the format enclosed in Section-XI.**
- 19. Duly filled, signed & stamped vendor approval format along with required documents as mentioned in clause 18.0 of SCC.**
- 20. Complete Bill of Materials without rates as per SCC Clause No. 5.**

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.**



ANNEXURE – VIII
(Ref. Clause 9.1 of ITT)

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

13
16

Annexure-I

Format for Bid Security Declaration
(On Non-judicial stamp paper of ₹100)

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

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

- (1) If I/we withdraw or modify my/our bid during the bid validity period (including extended validity of tender) specified in the tender documents;
or
- (2) If, after the award of work, I/we fail to accept LOA/LOI, or to sign the contract agreement or fail to submit performance guarantee, or fail to commence the work within the stipulated time period prescribed in the tender documents;
or
- (3) If I/we furnish any incorrect or false statement/ information/ document;
or
- (4) If I/we hide any relevant information or do not disclose any material fact in the tender;
or
- (5) If I/we commit any breach of Integrity Pact,

I/we may be disqualified and banned for a period of two years and shall not be eligible to bid for future tenders of Ircon International Ltd. for the period of two years from the date of issue of such order.

(Signed by the Authorized Representative of the Firm)

Name of the Authorized Representative.

Name of the Firm.

Dated:

Bingal
02/12/2020



Form EXP – 1: Contracts of Similar Size and Nature

Fill out one (1) form per contract.

The exchange rate to be used to calculate the value of the contract for conversion to a specific currency shall be as per the Explanatory Notes of EQC (Annexure-V of ITT).

| Contract of Similar Size and Nature | | |
|---|-------------------------|--------|
| Contract No of | Contract Identification | |
| Award Date | Completion Date | |
| Total Contract Amount | INR | |
| If partner in a Joint Venture or Subcontractor, specify participation of total contract amount | Percent of Total | Amount |
| Employer's name Address Telephone number Fax number E-mail | | |
| Description of the Similarity in Accordance with sl. No. 1 of Essential Qualification Criteria | | |
| | | |

The bidder shall attach a copy of the Certificate(s) issued by the employer in support of the information being furnished in each EXP-1 Form, failing which the claim of the bidder shall be liable to be rejected (in case of experience as a sub-contractor, the employer shall be the owner of the Project who has engaged the main Contractor).

FORMAT-1
(Ref. Annexure-VII to Instructions to Tenderers)
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 | 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. Annexure-VII to Instructions to Tenderers) ANNUAL TURNOVERS FOR THE LAST THREE YEARS | | | | |
|--|-------------|-----------------------------------|----------------------------------|----------------|
| S. No. | YEAR | Turnover from Supply works | Turnover from all sources | 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 <i>(Ref. Annexure-VII to Instructions to Tenderers)</i> PROGRAMME FOR DEPLOYMENT OF MAN POWER | | | | | |
|--|-------------|----------------------|--------------------|------------------------------------|---------------------------------|
| S. No. | Name | Qualification | Designation | Total Experience (in years) | Programme for Deployment |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |

FORMAT-4
(Ref. Annexure-VII to ITT)

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

| 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

| DESCRIPTION | Reference Clause |
|---|---|
| Name of Work: - Design, Manufacture & Supply of Contact Wire (150 Sqmm), Messenger Wire (120 Sqmm) and Dropper Wire (5mm Dia) for Stage-1 of Lot-1 for the work of Delhi – Ghaziabad – Meerut RRTS Corridor of NCRTC (Package-19 Lot 1 & Lot 2) | 1.1 of Instructions to Tenderers |
| Place of Registration of: - NA | 1.2 of Instructions to Tenderers |
| Client: - National Capital Region Transport Corporation (NCRTC) | 1.4(a) of Instructions to Tenderers |
| Employer: - IRCON INTERNATIONAL LIMITED C-4, District Centre, Saket, New Delhi-110 017 | 1.4(b) of Instructions to Tenderers |
| Scope of Work: - The scope of work is to “Design, Manufacture & Supply (including Transportation on CFR basis to India Nhava Sheva Jawaharlal Nehru Port) of Contact Wire (150 Sqmm), Messenger Wire (120 Sqmm) and Dropper Wire (5mm Dia) for Stage-1 of Lot-1 for the work of Delhi – Ghaziabad – Meerut RRTS Corridor of NCRTC (Package-19 Lot 1 & Lot 2)” The work shall include but not limited to the following: Manufacture in line with Technical Specification, GTP, Type Test, inspection and delivery of Contact Wire (150 Sqmm), Messenger Wire (120 Sqmm) and Dropper Wire (5mm Dia) as per requirement specified and in accordance with the international standards. All the material/accessories offered shall be in full Technical conformity with the brief Particular Specifications enclosed at Annexure-A to SCC . | 1.6 of Instructions to Tenderers, Clause 4.0 of Special Conditions of Contract (SCC) |
| Approximate Estimated Cost of the Work: EURO 939,892 excluding Custom Duty & GST. | 1.7 of Instructions to Tenderers |
| Amount of Earnest Money and in case EMD is submitted in the form of Pay Order/Demand Draft, the same shall be payable at:- Bid Security Declaration has to be submitted as per format in Annexure-VIII of ITT. | 9.1 of Instructions to Tenderers |
| Period of Validity of Tender: - 90 days. | 11.1 of Instructions to Tenderers |
| Period of Completion: - 04 Months | Clause 11.0 (Delivery Period) of Special Conditions of Contract |
| Defect Liability Period: - 24 Months | Clause 25.0 of Special Conditions of Contract |

SECTION - V

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

1. DEFINITION:

The conditions of the Contract shall be General Conditions of Contract (hereinafter called the General Conditions) as modified and added to by the following Special Conditions of Contract which shall be read and construed with the General Conditions as if they were incorporated therewith. In so far as any of the conditions of the Special Conditions of Contract conflict or be inconsistent with any of the General Conditions, the special condition of contract shall prevail.

In the Contract, as herein after defined, the following word expressions shall have the meanings hereby assigned to them, except where the context requires otherwise.

- i) "Client or Principal Employer or Owner" means the Department, Organization, individual, firm, company, who awarded the work to IRCON INTERNATIONAL LIMITED for execution of the project of which the works is a part, and shall include its heirs, executors, legal representatives etc. In this tender it is **National Capital Region Transport Corporation (NCRTC)**.
- ii) "Employer " means IRCON INTERNATIONAL LIMITED, A Govt. of India Undertaking (IRCON in abbreviation) acting through its Chairman & Managing Director or any other authorized officer and shall include their legal successors in title and permitted assignees.
- iii) "Engineer or Engineer in Charge" means the Project Head of IRCON INTERNATIONAL LTD. (Employer) or any other officer authorized by the Employer to act on his behalf and for the purpose of operating the contract.
- iv) "**General Consultant (GC)**" means **AIAI (Ayasa-Italferr-Ayasa India JV)**
- v) "Engineer's Representative" means any official nominated from time to time by the Engineer to act on his behalf.
- vi) "Contractor" means the individual, firm, Company, Consultant, Corporation, Supplier whether incorporated or not, who enters into the Contract with the Employer/Engineer, and shall include its heirs, executors, administrators, successors, legal representatives, as the case may be.
- vii) "Contractor's Representative" shall mean the person responsible for execution of the contract who shall be so declared by the Contractor and who shall be authorized under a duly executed power of attorney to comply the instructions and to use, receive materials issued by the Engineer to the Contractor for works. He shall be capable of taking responsibility for proper execution of works.
- viii) "Sub-Contractor" means the individual, firm, Company, Corporation, having direct Contract with the Contractor and to whom any part of the work has been sublet by the contractor and shall include his heirs, his executors, administrators, successors, legal representatives, as the case may be.
- ix) "Tenderer or Bidder" means the individual, firm, Company, Corporation, submitting a bid/tender.
- x) "Scheduled Bank" means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modification thereto.
- xi) "Contract" shall mean and include the Agreement or Letter of Acceptance, the accepted Bill of Quantities and Rates, the General Conditions of Contract, Special Conditions of Contract, Appendix to Tender, Form of Bid, Instructions to the Tenderers, Drawings, Specifications and other Tender Documents.
- xii) "Tender or Bid" means the offer (Technical and/or Financial) made by individual, firm, Company, corporation for the execution of the works.
- xiii) "Specifications" means the specifications referred to in the Contract and any modification thereof or addition thereto, or as may from time to time be furnished or approved in writing by the Engineer.

- xiv) "Bill of Quantities (BOQ)" means list of items of work, their quantities and rates.
- xv) "Original Contract Value" means the sum stated in the letter of Acceptance/Contract Agreement.
- xvi) "Site" means the land and/or other places on, under, in or through which the works are to be carried out, and any other lands or places provided by the Client/Employer/Engineer for the purpose of the Contract.
- xvii) "Defect Liability Period" means the specified period of defects liability from the date of completion of the work or as certified by the Engineer.
- xviii) "Letter of Acceptance" means the letter from the Employer or the Engineer to the Contractor, conveying acceptance of the Tender.
- xix) "CFR (Cost and Freight)" – The term CFR for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the 2020 edition of INCOTERMS, published by the International Chamber of Commerce, Paris.

2. ORDER OF PRIORITY OF CONTRACT DOCUMENTS:

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

The Contract Agreement
 Letter of Acceptance of Tender
 Addendum(s)/Corrigendum(s), if any
 Notice Inviting Tender
 Instructions to the Tenderers
 Appendix to Tender
 Form of Bid
 Special Conditions of the Contract
 General Conditions of Contract
 Particular Specifications
 General Specifications
 Technical Sheet (GTP)
 Relevant codes and Standards
 Drawings
 Bill of Quantities

3. INTRODUCTION OF WORK:

Project: Design, Supply, Installation, Testing and Commissioning of Receiving Sub Stations [including 25 kV AC Traction cum 33 kV Auxiliary Main Sub Stations], Extra High Voltage & High Voltage cabling, 25 KV Overhead Equipment (FOCS/ROCS), Auxiliary Power Supply [including Auxiliary Sub Station], SCADA Systems, Operational Control Centre and Associated works on Viaduct & Tunnel for Delhi – Ghaziabad – Meerut RRTS Corridor of NCRTC (Lot 1 & Lot 2).

The project is planned for a phased commissioning in 4 stages as under:

| Stage | Sections | Tentative ROD |
|---------|---|---------------|
| Stage 1 | Sahibabad (incl) – Duhai (EPE) including Duhai depot | March 2023 |
| Stage 2 | Duhai (EPE) – Meerut (South) | Dec 2023 |
| Stage 3 | Sarai Kale Khan – Sahibabad (excl) including Jangpura Stabling Yard | Oct 2024 |
| Stage 4 | Meerut (South) – Modipuram including Modipuram Depot | March 2025 |

The route length details, number of stations, depots etc. for Lot-1 and Lot-2 are as under:

| Stage | Sections | Length | UG stations | Elevated stations | No. of depots |
|---------|------------------------------------|------------------------------|-------------|-------------------|---------------|
| | Lot-1 | | | | |
| Stage 1 | Sahibabad (incl) – Duhai (EPE) | 20 rkm | | 04 | |
| | Duhai depot | 14 tkm | | 01 (at-grade) | 01 |
| Stage 3 | Sarai Kale Khan – Sahibabad (excl) | 11.5 rkm (FOCS) 6 rkm (ROCS) | 01 | 02 | |
| | Jangpura Stabling Yard | 5.5 tkm | | | |
| | Lot-2 | | | | |
| Stage 2 | Duhai (EPE) – Meerut South (incl) | 25 rkm (FOCS) | 0 | 3 | 0 |
| Stage 4 | Meerut South (incl) – Modipuram | 25 rkm 5.5 rkm (ROCS) | 3 | 9 | 1 |
| | Modipuram Depot | 21.5 tkm | | 01 (at-grade) | |

Electrification system consists of the following main constituents:

5 nos. Receiving cum Traction cum Auxiliary Main Substations, as under:

| SN | Name location | Details | Lot |
|----|---|---|-------|
| 1 | Sarai Kale Khan RSS, GIS type (Ch. 1km) | Incoming supply: 66kV AMS transformers: 66kV/33kV, 2x15/20 MVA Traction transformers: 66/27.5kV, 4x40/50 MVA | Lot-1 |
| 2 | Ghaziabad RSS, GIS type (Ch. 21.5km) | Incoming supply: 220kV AMS transformers: 220kV/33kV, 2x15/20 MVA Traction transformers: 220/27.5kV, 2x40/50 MVA | Lot-1 |
| 3 | Murad Nagar RSS, GIS type (Ch. 40km) | Incoming supply: 220kV AMS transformers: 220kV/33kV, 2x15/20 MVA Traction transformers: 220/27.5kV, 2x40/50 MVA | Lot-2 |
| 4 | Shatabdi Nagar RSS, GIS type (Ch. 60.7km) | Incoming supply: 220kV AMS transformers: 220kV/33kV, 2x15/20 MVA Traction transformers: 220/27.5kV, 2x40/50 MVA | Lot-2 |
| 5 | Modipuram RSS, GIS type (Ch. 78.8km) | Incoming supply: 220kV AMS transformers: 220kV/33kV, 2x15/20 MVA Traction transformers: 220/27.5kV, 2x40/50 MVA | Lot-2 |

4. SCOPE OF WORK:

For complete scope of work, kindly refer Technical Specifications, Corrigendum/Addendum, SOD and GTP (Technical Sheets) enclosed herewith. The Broad scope of work is as under:

- 4.1. Design, Manufacture & Supply of all Material of Contact Wire (150 Sqmm), Messenger Wire (120 Sqmm) and Dropper Wire (5mm Dia) for Stage-1 of Lot-1 for the work of Delhi – Ghaziabad– Meerut RRTS Corridor of NCRTC (Package-19 Lot 1 & Lot 2) including packing, loading, transporting on CFR basis to India-NhavaSheva (Jawaharlal Nehru Port-JNPT). All the Equipment and accessories offered shall be in full Technical conformity with the brief Particular Specifications enclosed at Annexure-A.

- 4.2. Factory Inspection of all Material before dispatch.
- 4.3. Supervision at site during Installation, Testing & Commissioning.
- 4.4. Training to authorized personnel of NCRTC.

5. BILL OF MATERIALS:

Detailed Bill of Material (BOM) without mentioning rates shall be submitted with the Technical Bid.

- i. Bidder shall also furnish the detailed drawings, literature and catalogues with the Technical Bid for taking approval from NCRTC.
 - ii. Bidders should furnish GTP (Guaranteed Technical Particulars) of the materials offered and submit with their offer. However, The GTP shall be finalized in consultation with GC/NCRTC during the detailed design. Any changes proposed by GC/NCRTC during detailed design shall be borne by supplier without any additional financial implication to the Employer.
6. Offer shall be submitted in full conformity with the technical specifications and operating environment conditions as approved by NCRTC.

7. MOBILISATION ADVANCE: Not Applicable

8. PRICE BASIS:

- a) The price shall be quoted on “**Firm Price Basis**” exactly in the .xls format of Price Bid/BOQ hosted in e-Tendering Portal <https://etenders.gov.in/eprocure/app>. Any changes, modification shall not be accepted. Copy of the Price Bid in .pdf format is also enclosed Section-1 of financial Bid for reference.
- b) Prices shall cover Design, manufacture & supply of Equipment, as required, at site as per Delivery Schedule. Successful bidder is required to extend his support for supervision of testing and commissioning of the equipment if required.
- c) Prices for Spare Parts, Tools & Plants shall be quoted as per BOQ. The bidder is required to submit Test Reports of all the supplied equipment/material, spares and Tools & Plants. The bidder shall also facilitate in handing over of spares to NCRTC.
- d) Prices shall also include the Freight Charges for delivery on CFR basis to India-Nhava Sheva (Jawaharlal Nehru Port-JNPT).
- e) Prices shall also include the training of Employer/Client's personnel.

9. COMMENCEMENT OF CONTRACT

Date of issue of Letter of Acceptance (LOA) shall be considered as the commencement date of Contract.

10. PROGRAMME OF WORKS:

The Tenderer shall submit with his offer a program of works in the form of a Bar Chart of all activities in Consistence with milestone targets envisaged at clause 11.0 below. In case this bar chart requires to be modified, the Engineer-in-charge and the contractor shall agree upon a time and progress chart. The chart shall be prepared in direct relation to the time stated as per clause 11.0 mentioned below for completion of the works and the milestone targets specified at clause 11.0 below of these Special Conditions. It shall indicate the forecast of the dates of commencement and completion of various activities of the work and may be amended as necessary by agreement between the Engineer-in-charge and the contractor within the limitation of as per below completion period.

11. DELIVERY PERIOD/ MILESTONE TARGET:

The Contractor shall be required to supply the equipment/material as per the schedule given below:

| S. No | Stage & Lot | Site/Substation | Delivery Period/ Milestone Target |
|-------|----------------|--|-----------------------------------|
| 1 | Stage-1, Lot-1 | On CFR basis to India-Nhava Sheva (Jawaharlal Nehru Port-JNPT) | 04 Months from issue of LOA |

- (i) Drum Length/Drum Schedule of the conductor shall be decided after finalization of design. The Contractor shall be required to supply the equipment/material as per the schedule given above.

12. INSPECTION & TESTING OF MATERIAL:

- (i) First Article Inspection (FAI) shall be performed jointly by the representative of NCRTC/IRCON or both or by any authorized representative (which may include our client representatives or any independent inspection agency) and the Contractor on all major equipment items or sub-systems identified by the Employer's Engineer without any extra cost to IRCON to ensure that the offered materials confirm to the specifications. Inspecting agency shall be provided with all necessary facility to carry out inspection or witness test without any additional charges. If IRCON/Client or any other nominated agency requires type test/part of type test or other test, the same is to be carried out by supplier. Equipment shall be shipped from the point of manufacture only after a FAI has been completed or the requirement waived in writing by the Employer's Engineer.
- (ii) The Contractor shall provide a minimum of 15 working days' notice to the Employer's Engineer/Client before any FAI. Other than the FAI, the Contractor shall give the Employer's Engineer notice of all Quality Control Points and Quality Hold Points involving inspections and/or tests by the Contractor.
- (iii) At least 15 days prior to each FAI, the latest drawings, inspection and test procedures, specifications and quality documentation required for adequate inspection of the equipment under inspection shall be submitted to the Employer's Engineer. The drawings shall be complete to the lowest level replaceable unit.
- (iv) The Contractor shall ensure that he and his subcontractors are prepared for all FAIs. The Contractor shall not schedule more than one FAI on the same day without prior notice of No Objection by the Employer's Engineer.
- (v) Before shipment all manufactured items or systems shall undergo (Factory Acceptance Test) FAT performed jointly by the representative of NCRTC/IRCON or both or by any authorized representative (which may include our client representatives or any independent inspection agency) in accordance with the requirements of the Particular Specification (PS).
- (vi) The Contractor shall correct all faults found during testing, and shall arrange for the relevant tests to be repeated. The relevant tests shall only be repeated when the fault has been remedied and the equipment demonstrated to function correctly.
- (vii) Where remedial measures involve significant modifications that might, in the Employer's Engineer's opinion, affect the validity of earlier tests, the Contractor shall repeat the earlier tests and obtain results satisfactory to the Employer and the Employer's Engineer before repeating the test in which the fault was first identified.
- (viii) The Employer or the Employer's Engineer shall have the right to order the repeat or abandonment of any test in the event that results demonstrate that the equipment is significantly non-compliant with the Contract.

- (ix) The Employer or the Employer's Engineer shall have the right to suspend any test in the event that errors or failures have become unacceptable. The Employer or the Employer's Engineer shall also have the right to suspend any test if a fault was detected by the Contractor but not reported to the Employer's Engineer within 24 hours of the detection. In this event, the suspension shall remain in effect until reporting has been brought up to date to the satisfaction of the Employer and the Employer's Engineer.
- (x) Employer / Client will bear their own costs for attendance at witnessed inspections or tests (other than re-tests) scheduled in accordance with the agreed Works Programme and subject to notice in accordance with the Specification.

13. TYPE TEST

Proposed equipment should be fully type tested as per latest IEC standards at the time of submitting the bid. The bidder would be required to submit the detailed type reports as per latest IEC standards along with bid submission.

For standard equipment, which is serial or bulk manufactured, manufacturer's Type Test Certificates may, subject to review by the Employer/Client, be accepted. It is to be ensured that Type Test should not be more than 10 years old. In case the contractor is not having valid Type Tests Reports and Type Tests are required to be done after the award of work, the charges for the same shall be borne by the Contractor. The quoted prices are deemed to be inclusive of any Type Test charges. No separate Type Test charges shall be paid.

14. TAXES, DUTIES & LEVIES

- a. Offered prices shall be on CFR basis India-Nhava Sheva (Jawaharlal Nehru Port-JNPT) basis. All applicable taxes, levies and duties applicable in the country of the contractor shall be borne by the contractor. However, Custom Duty & GST applicable in India is not to be borne by the Contractor
- b. All duties, taxes [except Custom Duty, Goods and Services Tax (GST)], royalties, cess and other levies payable by the Bidder under the Contract, or for any other cause, as of 28 days prior to the deadline for submission of bids, shall be included in the rates and the total Bid Price submitted by the Bidder. The Delhi Ghaziabad Meerut Corridor of Regional Rapid Transit System being implemented by National Capital Region Transport Corporation Limited, is an approved project by the Government of India and Financed by Asian Development Bank and Asian Infrastructure Investment Bank. The Goods imported for the project execution are exempt from whole of the duty of customs leviable thereon under first Schedule to the Customs tariff Act 1975 (51 of 1975) and the whole of the special duty of customs leviable under section 68 of the Finance (No. 2) Act 1996 as per the provision of the Notification No. 84/97 dated 11th Nov 1997, as amended time to time.
- c. If there is any change to the existing rates of statutory taxes/ duties of the state/ Central Governments or Levy of any new type of statutory taxes/duties of substitution of existing taxes/duties in the country of the contractor after the last date of submission of tender, it shall be borne by Contractor
- d. The Contractor shall bear the cost of all royalties, fees and other payments in respect of patents, patents right and license(s) or which may be payable to patentee, licensee, or other person or corporation and shall obtain all necessary license/permissions. In case of any breach (whether willfully or inadvertently) by the Contractor of this provision, the contractor shall indemnify Employer, Engineer and their employees

against all claims, proceedings, damages, costs, charges, loss and liability which they or any of them may sustain, incur or be put to by reason or in consequence directly or indirectly of such breach and against payments of any royalties, damage or other money which the Employer/Engineer may have to make to any person or pay in total to the patent rights in respect of the users of any machine, instruments, process, articles matter or thing constructed, manufactured, supplied or delivered by the Contractor under this contract.

- e. The Contractor shall be liable to submit the royalty payments receipt (if applicable) as per the applicable norms and prevailing rate to the extent materials are used on the project. IRCON shall be free to deduct suitable amount from RA Bill of the contractor if the Royalty payment receipt (if applicable) is not submitted by the contractor before releasing payment. Amount deducted by the Engineer on account of Royalty (if applicable) shall only be released on submission of Royalty payment receipt/Royalty Clearance Certificate (if applicable) by the contractor. However, Contractor shall be liable to submit Royalty clearance certificate (if applicable) from the concerned authority before releasing the final bill.

15. The documents and other originals of all records or documents pertaining to the work shall be treated as confidential by contractor and shall not, without consent of the Employer and Client, be made available to any person and shall be delivered to the Employer / Client upon completion of the work. However, copyright of the design / documents developed by contractor shall vest with the contractor and the same cannot be used for any other work without permission from the Employer/Client.

16. Contractor shall deliver the assignment with utmost quality standards.

17. The contractor shall prepare, provide and keep up to date a complete set of operation and maintenance manual for the work (the "O&M Manual").

18. VENDOR APPROVAL

Successful bidder is required to be assessed for technical, financial capability etc. by NCRTC. LOA will be placed only when NCRTC has accepted the successful bidder as the vendor for supply of equipment/material. Following documents shall be submitted with the bid for the purpose of Vendor Approval:

- (i) Company Profile and Experience of the Vendor.
- (ii) Clause wise compliance of the relevant Clauses of Specifications.
- (iii) Details of supplies /orders executed in last ten years for the type of Equipment / product offered. Supplies / orders executed for Underground Metro Systems shall be specifically mentioned.
- (iv) Details of the facilities available at the Works / Manufacturing Unit where the proposed equipment/ product shall be manufactured.
- (v) ISO 9000 Certification for the Works / Manufacturing Unit where the proposed equipment / product shall be manufactured (The Works/Manufacturing Unit where the proposed equipment / product shall be manufactured must have ISO 9000 Certification).
- (vi) Proof regarding compliance to Manufacturer's Qualifications. The offered products must be proven in service.
- (vii) Audited Financial Statements of the Vendor for the last three years.
- (viii) Type test certificates/ Performance certificate from accredited laboratories for the proposed type of equipment / products to establish the technical capability of the vendor {In case, specific requirements are mentioned in the relevant sections of Specifications with regard to type testing, same shall also be complied additionally}.
- (ix) The vendor shall not have been blacklisted by any Govt. Agency in India.

- (x) Any other item as required by Employer / Employer's Representative.
- (xi) Installation manual, Operation & maintenance manual & RAMS manual/plan.
Detailed procedure and format for the vendor approval is enclosed as separate Volume.

19. TRAINING REQUIREMENT:

Not Applicable

20. APPROVAL / REVIEW

Notwithstanding with any approval or acceptance which the Employer may grant to the Contractor under the Contract, the Contractor shall be solely and wholly responsible and liable for the execution and performance in terms of the Contract and the Employer reserves the right to reject, any of works/material performed under the Contract.

21. PAYMENT TERMS:

21.1 Payment shall be made as follows:

A. SUPPLY AND DELIVERY (INCLUDING TRANSPORTATION ON CFR BASIS TO INDIA-NHAVA SHEVA JAWAHARLAL NEHRU PORT-JNPT) OF ALL MATERIAL AS MENTIONED IN THE BILL OF QUANTITIES

| S No. | Description | % age Payment | Remarks |
|-------|--|---------------|---------|
| i) | On Supply and Delivery (including Transportation) of all Quantities of Contact Wire (150 Sqmm), Messenger Wire (120 Sqmm) and Dropper Wire (5mm Dia) mentioned in the Bill of Quantities on CFR basis to India-Nhava Sheva (Jawaharlal Nehru Port-JNPT) with submission of all dispatch documents like Shipping documents, Invoices, Packing Documents, etc. | 90% | |
| ii) | On successful Installation, Testing & Commissioning | 10% | |

21.2 Payment for the equipment shall be made by IRCON INTERNATIONAL LTD., through RTGS/NEFT or crossed cheque within 45 days of submission of an invoice with all the supporting documents as mentioned below.

21.3 Payment shall be made for actual work done and at the accepted rates only. Payment shall be made only after submission of Performance Security and signing of contract agreement. All payments shall be made after deduction of TDS (as applicable for foreign supplier), or any other taxes/sums due from the contractor. Payment will be made in currencies as specified in the Price Bid / Bill of Quantities.

21.4 Documents required for release of payment as per Clause No. 21.1 (A) (i).

| S.No | Documents | Copies |
|------|--|------------------|
| i) | Contractor invoice showing LOA reference, goods description, quantity despatched, unit price, total amount | Three (3) copies |
| ii) | Packing list identifying contents of each package | Three (3) copies |

| | | |
|-------|--|--------------------------------------|
| iii) | Bill of Landing/Air way Bill/Railway Receipt (RR)/Received Lorry Receipt (LR), as the case may be. | One original+ Two (2) copies |
| iv) | Manufacturer's guarantee certificate | One original+ Two (2) copies |
| v) | Material inspection & clearance certificate (MICC) issued by IRCON/NCRTC and the contractor's factory inspection report. | Three (3) copies |
| vi) | Certificate from IRCON's representative clearly stated receipt of materials in good condition. | One original+ Two (2) copies |
| vii) | Certificate of Origin | One original + One (1) copy |
| viii) | Certificate of Type Test | One original + One (1) copy |
| x) | Operation, Maintenance and Troubleshooting manuals | Two (2) copies + Two (2) sets of CDs |

All the As built drawings shall be submitted by contractor as per requirement of NCRTC/IRCON.

21.5 Documents required for release of payments as per Clause No. 21.1 (A) (ii):

| S. No. | Documents | Copies |
|--------|---|----------------------------|
| 1. | Certificate from IRCON's representative clearly stating testing & commissioning of the system | One original+ One (1) copy |

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22. PACKAGING, STORAGE, SHIPPING AND DELIVERY

General Precautions

- a) Spare parts shall be tropicalized in their packing for prolonged storage in accordance with BS 1133 or other equivalent International /Indian standard and shall be suitably and individually labelled to indicate:
 - 1) shelf life and date of manufacture;
 - 2) type or condition(s) of storage and special handling information;
 - 3) description of item and relevant part number;
 - 4) serial number, if applicable;
 - 5) inspection/test certificate number and batch number; and
 - 6) Contract number, variation order number and item number.
- b) Tubes, cable, conductor and other similar openings shall be properly sealed and blanked off to prevent ingress of dirt or moisture. Flanged ends shall be protected by adhesive tape or jointing material covered by a properly secured wooden blank not smaller than the flange itself. Plain tube ends shall be closed off with bungs or plugs or suitable materials firmly fixed in position.
- c) Particular care shall be taken to prevent mechanical transport related damage or corrosion of shafts and journals where they rest on timber or other supports which may contain moisture. At such points, wrappings impregnated with anti- rusting composition and of sufficient strength to resist chafing under the pressures and movements during

transit shall be used.

- d) Spare ball and roller bearings and similarly protected items shall not be removed from the manufacturer's wrappings or packing.
- e) Fragile materials shall be packed in such a way that they shall not be damaged during transit and when they are properly unpacked for quality inspection. Glass items shall be capable of being easily re-packed without removing the original wrappings or packing for long-term storage within the same packing case.
- f) Appropriate precautions in accordance with the Contractor's safety regulations, the regulations of the Employer, and statutory regulations shall be taken in respect of all hazardous, toxic, inflammable, etc. materials.

Packaging Procedures

- a) All required inspection/test certificates shall be supplied and packed together with individual material. All packaging materials and procedures shall be subject to review by the Employer's Engineer.
- b) The Packing for the goods to be provided by the contractor should be strong and durable enough to withstand, without limitation, the entire journey during transit, rough handling, open storage, exposure to extreme temperatures etc. without any damage deterioration etc.

Shipping

- a) The Contractor shall notify the Employer's Engineer ten days in advance of any expected shipment date and give further notification of the actual shipment date and routing when such information is subsequently established. This shall complement the inspection requirements prior to delivery as specified herein.
- b) Two copies of packing lists and quality certificates shall be attached to each case or package to be shipped. One copy shall be placed inside the package and the second copy shall be enclosed in a watertight enclosure on the outside of each case or package. A copy of packing lists and quality certificates shall be sent to the Employer's Engineer after each package of the Works, the equipment, spare parts and other items to be shipped have been shipped.

Delivery

- a) Any part of the Works or any item to be supplied under the Contract that is damaged in transit shall not be considered as delivered until repairs or replacements have been made and all necessary spare parts or items have been delivered to the Site.
- b) All documents, manuals, drawings and other deliverables shall be delivered to IRCON Project office in NCR region to be designated by the Employer's Engineer in writing.
- c) An item shall be considered delivered when all damage have been repaired and all documentation and post-delivery preparation have been completed to the satisfaction of the Employer's Engineer.

23. PERFORMANCE SECURITY & RETENTION MONEY

The successful Bidder shall submit a Performance Guarantee (P.G.) in the form of irrevocable bank guarantee on the Performa annexed as Annexure-II of GCC from any Scheduled Bank for an amount of **3% (Three Percent)** of the contract value.

All other conditions of Clause 8.0 of GCC shall prevail.

24. QUANTITY VARIATION

The quantity variation shall be applicable only against the quantities mentioned in the Price Bid/ Bill of Quantities.

All other conditions of Clause 58.0 of GCC shall prevail.

25. DEFECT LIABILITY PERIOD

Defect Liability Period shall be 24 Months & commence from the date of ROD. The tentative date of ROD is mentioned under Clause 3.0 (Introduction to Work) above. The contractor shall investigate equipment failure cause & submit report to IRCON/NCRTC. Contractor shall replace/repair the failed equipment without any cost implication to IRCON/NCRTC. The contractor shall be responsible for the supervision of maintenance of the equipment supplied under contract during DLP. During the Defects Liability Period the Contractor shall provide, free of cost, competent and skilled personnel and maintain adequate stock of spares so as to promptly fulfil his obligations during the Defects Liability period. A penalty of Rs. 10,000/- per day in DLP period will be imposed if major equipment or any complete system failure, affects the revenue services.

26. FAILURE TO REMEDY DEFECTS:

If the Contractor fails to remedy any defect or damage within such time as the Employer / Engineer may deem to be reasonable, the Employer/ Engineer may fix a date on or by which to remedy the defect or damage, and give the Contractor reasonable notice of such date. If the Contractor fails to remedy the defect or damage by such date, the Employer may (at his sole discretion):

- (i) carry out the work himself or by others, in a reasonable manner and at the Contractor's risk and cost, but the Contractor shall have no responsibility for such work: the costs incurred by the Employer in remedying the defect or damage shall be recoverable from the Contractor by the Employer;
- (ii) require the Engineer to determine and certify a reasonable reduction in the Contract Price;

27. SUB CONTRACTOR/VENDOR WARRANTY:

The successful bidder shall be fully responsible for the Plants, Materials, goods, workmanship, preparing, developing and coordinating all associated Works to enable that part of the Works to be constructed and/or to be fully operational in accordance with the Contract's requirements. The successful bidder shall be required to submit Sub-Contractor warranty (enclosed as Separate Volume), and should be made available at the time of signing of the Agreement.

28. LIQUIDATED DAMAGES –

Time is the essence of the contract and therefore if the work is delayed on account of the contractor, liquidated damage shall be recovered as provided for in the contract. Such liquidated damage shall generally be 0.25% of the contract value per week delay or part of a week for which the contractor is in default with an upper limit of generally 10% of the contract value. The liquidated damages are recovered by the Employer from the Contractor for delay and not as penalty. The payment or deduction of such damages shall not relieve the manufacturer from its obligation and liabilities under the contract. Once the maximum is reached, the purchaser may consider termination of the contract pursuant of the contract to Termination for default. All other conditions of Clause 49.0 of GCC shall prevail.

29. AS BUILT DRAWINGS AND OPERATION & MAINTENANCE MANUAL:

The Contractor shall supply Operation and Maintenance documentation in respect of the systems and equipment supplied or installed or modified under the Contract in accordance with the requirement. All Operation and Maintenance Manuals produced by the Contractor shall conform to the requirements of the NCRTC. The Contractor shall supply all documentation, including Operation and Maintenance Manuals and "as-built" drawings, necessary for operating, maintaining, repairing and modifying the systems and equipment supplied, installed or modified under the Contract. The Contractor shall provide one electronic copy, eight bound copies and one unbound copy of all documentation. The unbound copy will be used by the Employer for reproduction purposes. All documentation including the Operation and Maintenance Manuals shall be provided in the English language. The contractor shall obtain the consent of IRCON/NCRTC as to their size, the referencing system and other pertinent details. Soft/Electronic copy of As Built drawings shall be provided in the following formats: (1) Native File Format or (2) IFC2x3-IFC4 Add2.

30. PRICE VARIATION (PV): The variation in prices shall be governed by Price Variation formula as mentioned in Annexure-B to SCC.

31. INTERFACE REQUIREMENT:

Various activities shall be executed by more than one agency. The interfacing for the purpose of integration of the works between the contractors/consultant will arise. The Contractor has to liaison & interact with Detailed design consultant and GC/NCRTC.

32. APPLICABLE LAW

The order shall be governed by the relevant laws of India, Delhi jurisdiction. Priority of contract documents is as per contract Agreement clause.

33. SETTLEMENT OF DISPUTES

Settlement of disputes clause shall not be applicable for this tender.

34. INSURANCE – N.A.**35. UPDATION OF LABOUR DATA ON INDIAN RAILWAYS SHRAMIK KALYAN PORTAL BY CONTRACTOR:**

35.1 Contractor shall abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of clause no. 40: "Wages of Labour" of General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/ company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under: a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request. b) Contractor once approved by the Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour. c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA)/Contract Agreements on shramik kalyan portal within 15 days of issue of the LOA for approval of the concerned Engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request. d) After approval of LOA by the Engineer, Contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramik

kalyan portal on monthly basis. e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period. 35.2 While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee/ Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till Month, Year."

For & on behalf of
IRCON INTERNATIONAL LIMITED
Chief General Manager/Electrical

Annexure - A to SCC
(Ref. SCC Clause No. 4)

DELHI – GHAZIABAD – MEERUT REGIONAL RAPID TRANSIT SYSTEM PROJECT PACKAGE 19, LOT-1 & LOT-2

**Design, Manufacture & Supply of Contact Wire (150 Sqmm), Messenger Wire (120 Sqmm)
and Dropper Wire (5mm Dia) for Stage-1 of Lot-1 for the work of Delhi – Ghaziabad –
Meerut RRTS Corridor of NCRTC (Package-19 Lot 1 & Lot 2)**

TECHNICAL SPECIFICATIONS

1. INTRODUCTION

This document describes the technical specifications/details of 25kV AC Flexible Overhead Catenary System (FOCS) items/equipments to be used in Delhi - Ghaziabad - Meerut RRTS Corridor. The specifications have been worked out based on NCRTC Contract, Section 6B: Particular Specifications Chapter 7- Technical Requirements and Appendix B - Technical Sheets, A&C-3. Sizes, Tension of conductors proposed, and maximum conductor temperature are subject to validation by Simulation Studies.

For Main line the design speed is 180 kmph and maximum operational speed is 160 kmph. At platforms the speed will be restricted to 100 kmph.

For Branch line (sidings, connections to depot) the design speed is 95 kmph and maximum operational speed is 85 kmph.

Operating speed on diverging lines at turnouts having weldable CMS crossing (1 in 9) and thick web switch with 300 m radius of lead curve rail shall be 45 kmph and for weldable CMS crossing (1 in 7) and thick web switch with 190 m radius of lead curve rail shall be 35 kmph.

Operation will be stopped when wind speed reaches 100 kmph or more. The speed of trains shall be restricted to 40 kmph on platform when wind speed is more than 70 kmph but less than 100 kmph. When wind speed exceeds 100 kmph, the train movement shall be halted, preferably at platform.

In main line (Elevated Section) including connections to yards, test track the Overhead Equipment shall consist of Flexible Overhead Catenary System.

In depots(s) and stabling yard the OHE shall be tramway type except Inspection Bay (2 no. IBL) where Retractable Catenary System (MOCS) will be provided as per Contractual requirement.

As per Contract, Chapter 7-Technical requirement, Section-6B: Particular Specification and Addendum, Clause 7.38.7 "Conductor Mechanical Tensions" and its Addendum. For main lines, the mechanical tension of the messenger wire and of the contact wire are kept constant within the temperature range -2°C to $+100^{\circ}\text{C}$ (by sun and electric heating effect) by means of a pulley-block/spring type tensioning device.

2. COPPER CONDUCTORS:

2.1 150 mm² Contact wire (Cu-Ag0.1) (Flat Bottom) for elevated and at-grade section of the corridor

Table 1. 150 mm² Contact wire (Cu-Ag0.1) (Flat Bottom)

| SL NO. | SPECIFICATION | VALUE |
|--------|---|---|
| 1 | Material designation | High Strength Copper-Silver alloy: Symbol: Cu-Ag 0.1 Number: CW013A |
| 2 | Standard | EN 50149:2012 |
| 3 | Chemical Composition in % | Copper, Cu: min: Rest Silver, Ag: min: 0.08% and max: 0.12%, Bi: Max-0.0005%, O: Max-0.040. Other elements: max: 0.03% (excluding Ag & O). |
| 4 | Configuration | BF-150 as per EN 50149 |
| 5 | Cross section | 150 sq.mm (Flat Bottom) |
| 6 | Identification groove | Wires of copper alloy with silver shall incorporate two identification grooves on the upper lobe of the wire in accordance with Figure 2 of EN 50149:2012 |
| 7 | Diameter of conductor (A, B) | A=14.50mm, B=13.6mm in accordance with Annex-A, Figure A.13 of EN 50149:2012 |
| 7.1 | Tolerance on diameter | As per Clause C3 of Annex C of EN50149:2012 |
| 8 | Figure (All dimensions are given without tolerance as per Annex-A, Figure A.13 of EN 50149:2012) | |
| 9 | Maximum resistivity at 20°C | 1.777x10 ⁻⁰⁸ Ωm (As per Table-2 of EN 50149-2012) |
| 10 | Maximum Resistance per kilometre at 20°C | 0.122 Ω/km (As per Table-3 of EN 50149-2012) |
| 11 | Temperature coefficient of resistance at 20°C | 3.8x10 ⁻⁰³ /K (As per Cl. 5.4 of EN 50149-2012) |
| 12 | Minimum tensile strength | 360 N/mm ² (As per Table-4 of EN 50149-2012) |
| 13 | Minimum breaking load | 52.4 kN (As per Table-5 of EN 50149-2012) |
| 14 | Elongation (per 200 mm) | 3.0% min. (As per Table-4 of EN 50149-2012) |
| 15 | Nominal mass of wire | 1.3335 kg/m (Average as per Table C.1 of EN 50149-2012) |
| 16 | Tolerance on mass | As per Table C.1 of EN 50149-2012 |
| 17 | Coefficient of linear expansion | 17x10 ⁻⁶ /K (As per EN 50149-2012) |

| | | |
|----|--|--|
| 18 | Joints in the conductor | No Joints as per RDSO Spec. ETI/OHE/76(6/97) |
| 19 | Additional requirements as per Contract, Chapter 7, Clause 7.28.3 "Contact wire" | There shall be no brazed or any other type of joint in contact wire & other conductors during manufacturing. Vendor shall submit a certificate regarding the same during supply of each lot. |
| 20 | Minimum diameter of contact wire drawn out of continuous cast rod | To be shared by OEM |
| 21 | Max. Length of wire per drum | To be shared by OEM |
| 22 | Total weight of drum with contact wire | To be shared by OEM |
| 23 | Drum Type | Wodden with mild steel frame or superior |
| 24 | Drum tested as per | EN 50149:2012 |
| 25 | Manufacturer | To be shared by OEM |
| 26 | Place of Manufacture | To be shared by OEM |
| 27 | Manufacturer drawing reference number | To be shared by OEM |

2.3 120 mm² Catenary wire Cu-Mg (Bz-II) for main line, depot connecting lines and test track

Table 3. 120 mm² Catenary wire Cu-Mg for main line

| SL NO. | SPECIFICATION | VALUE |
|--------|--|---|
| 1 | Material designation | High strength copper: Symbol: Cu-Mg (BzII) |
| 2 | Standards | DIN 48201-2 |
| 4 | Configuration and chemical composition | Copper, Cu: min: Rest, Mg: min: 0.4% and max: 0.7%, P: Max- 0.01%. Other elements: max: 0.1% (excluding Mg & P). |
| 5 | Cross section | 120 sq.mm (19/2.8mm dia stranded conductor) |
| 6 | Overall Diameter (OD) | 14 mm (as per Table 1 of DIN 48201-2) |
| 7 | Maximum resistivity at 20 ^o C | 2.772x10 ⁻⁰⁸ Ωm (As per BS EN 50149- 2012) |
| 9 | Maximum Resistance per kilometre at 20 ^o C | 0.231 Ω/km (for Conductivity of 36m/ Ω-mm ²) |
| 11 | Temperature coefficient of resistance | 2.7x10 ⁻⁰³ /K (As per BS EN 50149-2012) |
| 12 | Breaking Strength | 67.57kN (As per DIN 48201-2) |
| 13 | Nominal mass of wire | 1.06 Kg/m (As per DIN 48201-2) |
| 14 | Tolerance on mass | As per DIN 48201-2 |
| 15 | Coefficient of linear expansion | 17x10 ⁻⁶ /K (As per BS EN 50149-2012) |
| 16 | Joints in the conductor | As per DIN 48201-2 |
| 17 | Additional requirements as per Contract, Chapter 7, Clause 7.28.4 "Messenger wire" | In stations, the messenger wire will be protected with an insulated cover in order to avoid birds touching messenger wire and return cable at the same time. |
| 18 | Max. Length of wire per drum | To be shared by OEM |
| 19 | Total weight of drum with catenary wire wire | To be shared by OEM |
| 20 | Drum Type | Wodden with mild steel frame or superior |
| 21 | Drum tested as per | To be shared by OEM |
| 22 | Manufacturer | To be shared by OEM |
| 23 | Place of Manufacture | To be shared by OEM |
| 24 | Manufacturer drawing reference number | To be shared by OEM |

NOTE: SAME SPECIFICATIONS ARE ALSO APPLICABLE FOR ANTI-CREEP WIRE.

2.4 Environmental and service life specifications

The contact, catenary/messenger wire must be able to withstand following environmental conditions:

Temperature variation under the effect of solar radiation, electrical heating and wind flow from any direction.

Pollution levels (very high) from industry and from sea salt and spray.

The manufacturer must demonstrate and certify the contact & catenary/messenger wire service life of 30 years as per Clause 4.10.3 of Chapter 4-Performance Requirements, Section-6B, Part-2.

2.5 Testing Requirements

The manufacturer shall perform the various tests and checks, but not limited to, listed below and confirm the results in accordance with EN 50149, DIN 48201-2, RDSO spec no. ETI/OHE/76(6/97)) and NCRTC Contractual Requirements. The contractor shall co-ordinate & arranges testing equipment etc. required for testing facilities.

2.6 Type tests

1. Visual examination
2. Verification of dimensions
3. Measurement of weight
4. Electrical resistance test
5. Hardness test (only for contact wire)
6. Tensile test
7. Elongation test
8. Bending test (only for contact wire)
9. Chemical analysis
10. Micro-structure examination (only for contact wire)
11. Torsional strength test
12. Ultrasonic Testing (only for contact wire at the time of wire drawing)
13. Winding property test
14. Measurement of Lay length and Lay Ratio (only for catenary wire)
15. Wrapping test on wires ((only for catenary wire)
16. Microwaves on longitudinal axis of wire (only for contact wire)

2.7 Acceptance tests

Same as type tests except the micro-structure examination and ultrasonic testing listed in clause 2.7.

2.8 Routine tests

1. Visual examination
2. Verification of dimensions
3. Measurement of weight
4. Tensile test
5. Elongation test
6. Bending test (only for contact wire)
7. Ultrasonic Testing (only for contact wire at the time of wire drawing)

2.9 Ordering and Delivery

Ordering, packaging, verification of compliance and test results shall be in accordance with above mentioned requirements and NCRTC Contractual requirements.

2.10 Inspection & Testing

As per Section 6B Clause 8.4.1.36, Factory Inspection and testing of supply items of equipment and components of Overhead contact line:

- A. 1 month before factory acceptance test, contractor shall submit to the Engineer the test content. This test content shall refer to appropriate standards.
- B. The contractor quality manager will assist to all factory acceptance test on equipment and components of Overhead contact line in the manufacturer's workshops. After each test, a test report shall be made, giving a pass or fail status, and shall be submitted to the Employer's representative.
- C. The contractor design and quality team shall conduct the factory acceptance test on equipment and components of Overhead contact line in the manufacturer's workshops. This will be performed on 10% of the quantity ordered based on random selection of the product offered for inspection. The Engineer may take part to inspection.
- D. Such material immediately after completion of inspection and testing shall be sealed before shipping in presence of witnessing by Employer's representative, manufacturer's representative and the contractor.
- E. Type test shall have to be performed as per specification if it has not been done earlier by a national /international accredited reputed agency.
- F. Moreover, the employer reserves the right to order type test irrespective of whether the type test conducted earlier or not.
- G. Concerning type tests, test certificates issued by national/international recognized agencies may be asked to issue, if the contractor cannot carry out these tests himself and if the test certificates are related to a similar equipment of same capacity and design

As per Section 6B Clause 8.4.1.37,

The following major equipment and components shall be inspected and tested in the manufacturer's workshops:

- A. Hard drawn grooved copper silver contact wire for electric traction (150 sq mm): the material shall be inspected and tested as per EN50149 specification, The quantity to be inspected shall be in number of drums and be \geq to 10% which will include the requirement of tunnel section also subject to minimum one drum per shipment.
- G. Messenger wire—Magnesium copper stranded conductors: the material shall be inspected and tested as per DIN-48201 specification and The quantity to be inspected shall be in number of drums and be \geq to 10% subject to minimum one drum per shipment

- A. The final factory tests will be carried out on the fully assembled equipment as specified. Thereafter, if required and permitted by the technical features of the equipment, the equipment may be dis-assembled for transportation purposes. The dis-assembly should not, however, cause any deterioration of the technical performance of the equipment. In respect of certain routine tests, it may be necessary to repeat the tests at more than one stage, and the Contractor should ensure that this is done, as required by the Employer’s representative. The fact that certain tests had to be carried out on the equipment and/or any part, at more than one stage, cannot be claimed by the Contractor, as reason for any failure/sub-standard technical performances of the equipment.
- B. The Employer reserves the right to halt the proceeding of any assembly work, which would not be in accordance with the stipulations of this section
- C. All delays which could arise from additional tests, from modifications required due to a defects will not be able to be used by the contractor to justify price increase or time extensions
- D. Each piece of equipment will be subjected to two successive tests: in the factory and on the site after assembly
- E. Tests of 8.4.1.38.D. will be carried out by the contractor’s responsibility and in the presence of the Engineer
- F. Tests of 8.4.1.38.D. will be subjected to a certificate. Provisional acceptance will be granted only after execution of 8.4.1.38.D. of tests

As per Section 6B Clause 8.4.1.39, After shipment and Preliminary tests:

A. After shipment

- i. The contractor should perform at this stage the tests verifying that any damage has taken place during transportation.
- ii. The contractor should ensure to carry out, at least, the tests listed in the column “after shipment “of each concerned equipment test sheet (test sheet in Appendix C)

B. Preliminary tests: the contractor should ensure at this stage the tests verifying that equipment have been installed and assembled correctly

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6. DROPPER 12 MM² CU ALLOY FOR MAIN LINE.

The dropper sizing and type of dropper to be used in Main line shall be current carrying droppers, at least 12 sq.mm with proper clamping arrangement. The fastening arrangement shall be provided with locking arrangement to withstand vibrations. The factor of safety for the complete dropper shall be 2.5 for vertical and 1.5 for horizontal working loads. Current carrying droppers shall be designed to allow for current to flow between the contact and catenary wires. Electrical design shall take into account the current distribution between the droppers in at least one span. A short-circuit close to one single dropper could cause a very high short-circuit current in the dropper. Under these circumstances, the dropper is not required to be short-circuit proof. Clamps and line fittings shall provide a path for the specified normal and short-circuit current flow without causing failure. The droppers and its clamps shall be suitable for contact wire of 150 sq.mm Cu-Ag0.1 and messenger wire of 120 sq.mm Cu-Mg (Bz-II) as per EN, DIN and RDSO specifications.

Table 12. Specifications of Dropper 12 mm² Cu alloy for main line.

| S No. | SPECIFICATION | VALUE |
|-------|---|------------------------|
| 1 | Material and Designation | Bronze, 12B |
| 2 | Configuration | 7x0.65 + 42x0.54 |
| 3 | Nominal cross section | 12 sq.mm |
| 4 | Diameter of conductor | 5.00 mm |
| 5 | Linear resistance at 20°C (max.) | 2.12 Ω/km |
| 6 | Minimum Breaking load | 695 daN |
| 7 | Linear Mass | 103 kg/km |
| 8 | Electrical conductivity | 72 % IACS |
| 9 | Additional requirements as per Contract, Chapter 7, Clause 7.29 "Dropper" | To be confirmed by OEM |
| 10 | Manufacturer | To be shared by OEM |
| 11 | Place of Manufacture | To be shared by OEM |
| 12 | Manufacturer drawing reference number | To be shared by OEM |

6.1 Environmental and service life specifications

The Dropper wire must be able to withstand the following environmental conditions:

Temperature variation under the effect of solar radiation, electrical heating and wind flow from any direction.

Pollution levels (very high) from industry and from sea salt and spray. The manufacturer must demonstrate and certify the dropper wires service life of minimum 30 years.

6.2 Testing Requirements

The manufacturer shall perform various tests and checks, but not limited to, listed below and confirm the results in accordance with EN 50119 and RDSO spec. no. TI/SPC/OHE/Fitting/0130 (10/13) as per applicability. The contractor shall co-ordinate & arranges testing equipment etc. required for testing facilities.

6.3 Type Tests

1. Visual examination
2. Verification of dimensions
3. Measurement of weight
4. Electrical conductivity test
5. Elongation test
6. Chemical analysis
7. Mechanical fatigue tests

6.4 Acceptance Tests

Same as type tests except chemical analysis.

6.5 Routine Tests

1. Visual examination
2. Verification of dimensions
3. Measurement of weight
4. Electrical conductivity test
5. Elongation test

6.6 Ordering and Delivery

Ordering, packaging, verification of compliance and test results shall be in accordance with EN 50119, RDSO spec. no. TI/SPC/OHE/Fitting/0130 (10/13) and contractual requirements.

6.7 Inspection & Testing

As per Section 6B Clause 8.4.1.36, Factory Inspection and testing of supply items of equipment and components of Overhead contact line:

A. 1 month before factory acceptance test, contractor shall submit to the Engineer the test content. This test content shall refer to appropriate standards.

B. The contractor quality manager will assist to all factory acceptance test on equipment and components of Overhead contact line in the manufacturer's workshops. After each test, a test report shall be made, giving a pass or fail status, and shall be submitted to the Employer's representative.

C. The contractor design and quality team shall conduct the factory acceptance test on equipment and components of Overhead contact line in the manufacturer's workshops. This will be performed on 10% of the quantity ordered based on random selection of the product offered for inspection. The Engineer may take part to inspection.

D. Such material immediately after completion of inspection and testing shall be sealed before shipping in presence of witnessing by Employer's representative, manufacturer's representative and the contractor.

E. Type test shall have to be performed as per specification if it has not been done earlier by a national /international accredited reputed agency.

F. Moreover, the employer reserves the right to order type test irrespective of whether the type test conducted earlier or not.

G. Concerning type tests, test certificates issued by national/international recognized agencies may be asked to issue, if the contractor cannot carry out these tests himself and if the test certificates are related to a similar equipment of same capacity and design

As per Section 6B Clause 8.4.1.38, Final factory tests:

- A. The final factory tests will be carried out on the fully assembled equipment as specified. Thereafter, if required and permitted by the technical features of the equipment, the equipment may be dis-assembled for transportation purposes. The dis-assembly should not, however, cause any deterioration of the technical performance of the equipment. In respect of certain routine tests, it may be necessary to repeat the tests at more than one stage, and the Contractor should ensure that this is done, as required by the Employer’s representative. The fact that certain tests had to be carried out on the equipment and/or any part, at more than one stage, cannot be claimed by the Contractor, as reason for any failure/sub-standard technical performances of the equipment.
- B. The Employer reserves the right to halt the proceeding of any assembly work, which would not be in accordance with the stipulations of this section
- C. All delays which could arise from additional tests, from modifications required due to a defects will not be able to be used by the contractor to justify price increase or time extensions
- D. Each piece of equipment will be subjected to two successive tests: in the factory and on the site after assembly
- E. Tests of 8.4.1.38.D. will be carried out by the contractor’s responsibility and in the presence of the Engineer
- F. Tests of 8.4.1.38.D. will be subjected to a certificate. Provisional acceptance will be granted only after execution of 8.4.1.38.D. of tests

As per Section 6B Clause 8.4.1.39, After shipment and Preliminary tests:

- A. After shipment
 - i. The contractor should perform at this stage the tests verifying that any damage has taken place during transportation.
 - ii. The contractor should ensure to carry out, at least, the tests listed in the column “after shipment “of each concerned equipment test sheet (test sheet in Appendix C)
- B. Preliminary tests: the contractor should ensure at this stage the tests verifying that equipment have been installed and assembled correctly

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Annexure-B to SCC**Price Variation:**

- (i) For Cu-Ag 0.1, 150 Sq mm Contact Wire: Prices for Copper and Silver will vary as per following formula. Per MT price will be adjusted as follows:
Adjustment of Price= Original Price + 0.999*(Cu1-Cu0) + 0.001*(Ag1-Ag0)
- (ii) For Cu-Mg 120 Sq mm Messenger/Catenary Wire: Prices for Copper will vary as per following formula. Per MT price will be adjusted as follows:
Adjustment of Price= Original Price + 0.998*(Cu1-Cu0)
- (iii) For 12 Sq mm Dropper Wire: Prices for Copper will vary as per following formula. Per MT price will be adjusted as follows:
Adjustment of Price= Original Price + (Cu1-Cu0).
- Cu0 – Base Copper Price as per LME in EURO/MT on 01.04.2021 i.e. EURO 7467.85/MT as per LME Fixing- MTLE (USD/EUR) = 1.1741 on 01.04.2021
 - Cu1 – New Copper Price as per LME in EUR/MT
 - Ag0 – Base Silver Price (Base Date 01.04.2021) i.e. EUR 751.60/Kg
 - Ag1 = New Silver Price.
- (iv) Copper Prices shall be linked to prices as published in London Metal Exchange. IRCON will intimate the contractor regarding booking of Copper through e-mail. The metal (Cu) price shall be fixed as per the rate published on LME on the same date after reception of e-mail by IRCON. The metal (Cu) will be fixed on the LME on the unknown Cash Seller's Settlement, increased with the Copper Fixation premium as quoted by the Contractor in the Price Bid Sheet i.e. BOQ Quoting Sheet while submitting the bid on e-procurement (CPP) portal and calculated based on the USD/EUR rate of the same day published by the LME fixing rate.
- (v) USD/EUR exchange rates will be considered on same day published by the LME fixing rate on IRCON e-mail confirmation.
- (vi) The Silver (Ag) price will be fixed on the second trading day upon receipt of the formal order on the copper fixing price, on the Allgemeine Gold-und Silberscheideanstalt, unfabricated Silver fixing prices as published on www.agosi.de.
- (vii) If IRCON informs on or before 11.00 CET, LME & Silver Prices will be fixed on same day of reception of IRCON's e-mail. Otherwise contractor shall get one additional day to confirm the booking prices.
- (viii) USD/EUR exchange rates will be considered on same day published by the LME fixing rate on IRCON's e-mail confirmation.

SECTION-VI
GENERAL SPECIFICATIONS
SEPARATE VOLUME

SECTION-VII
PARTICULAR SPECIFICATIONS
SEPARATE VOLUME

SECTION-VIII
GENERAL CONDITIONS OF CONTRACT (GCC)
SEPARATE VOLUME

SECTION-IX
TECHNICAL SHEET (GTP)
SEPARATE VOLUME

SECTION-X
TEST SHEET
SEPARATE VOLUME

SECTION-XI
FORMAT OF SUBCONTRACTOR WARRANTY
SEPARATE VOLUME

SECTION-XII

PROCEDURE & FORMAT FOR VENDOR APPROVAL

SEPARATE VOLUME

PART-II
FINANCIAL BID

SECTION-I

Price Bid/ Bill of Quantity (BOQ)

| Tender Inviting Authority: | | Chief General Manager/ Electrical | | | |
|---|--|---|-------|--|--|
| Name of Work: | | Design, Manufacture & Supply of Contact Wire (150 Sqmm), Messenger Wire (120 Sqmm) and Dropper Wire (5mm Dia) for Stage-1 of Lot-1 for the work of Delhi – Ghaziabad – Meerut RRTS Corridor of NCRTC (Package-19 Lot 1 & Lot 2) | | | |
| e-NIT No.: | | IRCON/ELECT/5037-5038/NCRTC/OHE CONDUCTOR STAGE 1/OT/27 | | | |
| Name of the Bidder/ Bidding Firm / Company : | | | | | |
| Bill of Quantities (BoQ) | | | | | |
| Sl. No. | Item Description | Quantity (Stage-1 of Lot-1) | Unit | Rate (in Euro) inclusive of all applicable Taxes except Custom Duty & GST | Amount (in Euro) inclusive of all applicable Taxes except Custom Duty & GST |
| 1 | Supply and Delivery (including Transportation on CFR basis to India Nhava Sheva - Jawaharlal Nehru Port-JNPT) of Contact Wire (150 Sqmm) | 66230 | Metre | | - |
| 2 | Supply and Delivery (including Transportation on CFR basis to India Nhava Sheva - Jawaharlal Nehru Port-JNPT) of Messenger Wire (120 Sqmm) | 53080 | Metre | | - |
| 3 | Supply and Delivery (including Transportation on CFR basis to India Nhava Sheva - Jawaharlal Nehru Port-JNPT) of Dropper Wire (5mm Dia) | 7690 | Metre | | - |
| 4 | Copper Fixation Premium as mentioned in Sl. No. (iv) of Annexure-B to SCC for the Purpose of Price Variation | | | | |
| GRAND TOTAL | | | | | - |