



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4961915
Dated/दिनांक : 22-05-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-06-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-06-2024 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Railways
Department Name/विभाग का नाम	Railways Public Sector Undertakings
Organisation Name/संगठन का नाम	Ircon International Limited
Office Name/कार्यालय का नाम	Ircon International Limited
Total Quantity/कुल मात्रा	10
Item Category/मद केटेगरी	Retrofit Emission Control Device in existing 1010 kVA Cummins DG Set , Retrofit Emission Control Device in existing 400 kVA Cummins DG Set , Pre and Post Testing , Pulse Lite 12 V 160AH Battery , Battery Lead with Thimble
BOQ Title/बीओक्यू शीर्षक	Supply Installation of Retrofitment of existing DG Sets at IRCON Tower
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Retrofit Emission Control Device in existing 1010 kVA Cummins DG Set
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	5200635
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
EMD Amount/ईएमडी राशि	104500

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

CGM/Buildings

Ircon International Limited, Railways Public Sector Undertakings, IRCON International Limited, Ministry of Railways (Ircon International Limited)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Retrofit Emission Control Device In Existing 1010 KVA Cummins DG Set

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Arvind Kumar Saini	122203,Plot No. 16, Sector 32, Gurugram,	2	90

Retrofit Emission Control Device In Existing 400 KVA Cummins DG Set

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Arvind Kumar Saini	122203,Plot No. 16, Sector 32, Gurugram,	1	90

Pre And Post Testing

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Arvind Kumar Saini	122203,Plot No. 16, Sector 32, Gurugram,	3	90

Pulse Lite 12 V 160AH Battery

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Arvind Kumar Saini	122203,Plot No. 16, Sector 32, Gurugram,	2	90

Battery Lead With Thimble

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier

respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Arvind Kumar Saini	122203, Plot No. 16, Sector 32, Gurugram,	2	90

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS & CONDITIONS

1. Essential Qualification:

a. 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 anyone of the following: -

i) Three similar completed works each costing not less than the amount equal to Rs. 15,60,191/-

ii) Two similar completed works each costing not less than the amount equal to Rs. 20,80,254/-

iii) One similar completed work costing not less than the amount equal to Rs. 31,20,381/-

Notes: Work shall be considered similar, if the executed work consists of;

Provision/Supply Installation Testing Commissioning of Retrofit Emission Control Device for capacity of 1010 kVA DG Set in any commercial/official/institutional buildings. In addition to this the followings are to be complied: Copy of work order/completion certificate must be submitted in support of above.

b. The bidder should have valid Authorization Certificate issued by Original Equipment Manufacture of DG Sets (i.e. from Cummins) for the subject bid.

c. The average annual financial turnover during the last 3-years should be not less than the amount equal to Rs. 15,60,191/-

Notes:

- i. The financial turnover shall mean Revenue from Operations of standalone Financial Statements of the Bidder.
 - ii. Revenue from Operations shall be judged from Audited Balance Sheet, Profit & Loss A/c, relevant Notes to Accounts and Statutory Auditor Report/ relevant abstracts of Annual Reports covering above documents and the same shall be certified by statutory auditor with UDIN where the accounts are audited. In other cases, the same may be certified by Chartered Accountant with UDIN.
 - iii. In case the financials of immediate prior Financial Year have not yet been audited till the time of submission of the tender, the bidder can submit an Affidavit to this effect stating that "the financial results of the immediate prior Financial 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.
- d. Net worth of the bidder should be at least Rs. 5,20,064/-. This will be judged from the audited Balance Sheet of the last financial year ending on a date not prior to 18 months from the date of invitation of the tender, but not earlier than a year immediate financial year.
- i. The bidder whose annual financial turnover do not exceed Rs. 50 Lakhs should submit copy of applicable ITR under Income tax rules which is generated from Income tax portal and duly self- attested to judge their net worth and turnover.
- e. The bidder should submit completion certificates in reference to S.No.1 (minimum 3 nos., 2 nos. or 1 no. as the case may be) above issued by Government Organizations/ Semi Government Organizations/ Public Sector Undertakings/ Autonomous bodies/ Municipal bodies/ Public Limited Company / Concessionaire Company/ Private Company/ JV Company for having successfully completed similar works in the last 7 years. Certificates issued by such Public Limited Company / Concessionaire Company /Private Company/ JV Company must be supported by Tax Deducted at Source (TDS) Certificates (Form 16A/ 26AS) in evidence of the value of work executed. In case of supply contracts, Copies of GSTR-1/GSTR 3B to be submitted by the bidder as a proof of payment received for supply. Before implementation of GST where no TDS is deducted, relevant copies of purchase order and invoices along with bill with details of payment received duly certified by Chartered Accountant should be submitted by the bidder in support of value of work executed.
- f. The bidder shall sign the Affidavit as enclosed in Annexure-'II' of "Instructions to Tenderers".

2. Additional Documents duly signed, stamped by authorized signatory of the Bidder to be uploaded:

- a. Forwarding Letter of the bidder.
- b. Form of Bid. (as per Format given in Annexure-I)
- c. GSTIN.
- d. ISO 9001-2008 certificate (if any).
- e. Power of Attorney duly attested by Notary Public in favour of the person signing the e-bidding documents.
- f. Affidavit (as per Format given in Annexure-II)
- g. 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-III.
- h. Scanned copy of EMD in prescribed form.

Annexure - I**FORM OF BID**

To

IRCON INTERNATIONAL LIMITED,

Acting Through

Chief General Manager / Buildings

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 GeM Bidding 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 " _____ " at the rates quoted in the attached Bill of Quantities and hereby bind ourselves to complete the work in all respects within time schedule depicted in tender documents from the date of issue of letter of acceptance of tender.

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

**Our Bank Account no. for the purpose of refund of EMD is _____
_____ (Account No., Name of the A/C holder, other relevant details for NEFT/RTGS).**

Thanking you,

Yours Faithfully,

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

_____ (In Block capital letters)

Date this _____ day of _____ 202__.

Annexure - II

AFFIDAVIT

(On non-judicial stamp paper of Rs. 100/- duly notarized)

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

1. Neither our firm nor any of the members/ partners in any form/manner as an individual or the constituent partner in case of partnership firm/JV/MOU 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/JV/MOU are debarred for tendering, blacklisted, suspended in Central/ State Government Department in India including authority controlled by them.
3. As on date of our bid submission, neither our firm nor any of the members/ partners in any form/manner as an individual or the constituent partner in case of partnership firm/ JV/MOU are in Corporate Insolvency Resolution Process (CIRP)/ liquidation/ Winding up/ CDR/ SDR/ S4A/ Flexible Structuring or any other restructuring scheme due to financial stress and have not been in default on any debt obligations on the bid due date.
4. No contract agreement between IRCON or its subsidiaries and either our firm or any of the members/ partners in any form/manner as an individual or the constituent partner in case of partnership firm/JV/MOU have been termin

ated during the last two years prior to the date of our bid submission.

5. We have no objection to IRCON requesting to any bank, person, firm or body and any such agency furnishing pertinent information as deemed necessary or to verify this statement or regarding our competence and general reputation.
6. We understand that further qualifying information may be requested by IRCON and we agree to furnish any such information at the request of IRCON within the prescribed time.
7. We bind ourselves with all the stipulations of the Bidding Document including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated completion period and agree to augment any resources, if found necessary for timely completion of the project, as desired by the IRCON.

8. Certification on submitted/ Attached Documents/ Credentials:

- 8.1 That the facts stated and documents enclosed by us in the Bid are true and correct and we have not concealed/ suppressed any facts/ record/ documents and/ or misrepresented the facts/ record/ documents.
 - 8.2 I/We further declare and certify that I/ We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
 - 8.3 I/We also understand that my/ our offer will be evaluated based on the documents/ credentials submitted along with the offer and same shall be binding upon me/ us.
 - 8.4 I/We declare that the information and documents submitted along with the tender by me/us are correct and I/ we are fully responsible for the correctness of the information and documents, submitted by us.
 - 8.5 I/We understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect or any suppression of information and misrepresentation is noticed at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides disqualification for future tenders of IRCON & its subsidiaries for a period of two years. Further, I/ We (insert name of the tenderer) ** and all my/ our constituents understand that my/ our offer shall be summarily rejected.
 - 8.6 I/We also understand that if the certificates submitted by us are found to be false/ forged or incorrect or any suppression of information and misrepresentation is noticed at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/ SD and Performance Guarantee besides any other action provided in the contract including disqualification for future tenders of IRCON & its subsidiaries for a period of two years.
9. We have read and understood all the provisions included in the Integrity Pact and undertake to abide by them, if applicable.
 10. We have read and understood all the provisions included in the bid documents and undertake to abide by them.

11.1 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.]"

11.2 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 that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not subcontract 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.]"

ached.]”

11.3 Model Certificate by Bidder in cases of specified Transfer of Technology (ToT)

“I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with competent authority”

OR

“I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement.” [where applicable evidence of valid registration with the competent authority shall be attached.]

- 12.** The information furnished by us is true and correct and we understand the consequences, in case, any of the information furnished is not found to be true/ correct and /or any suppression/ concealment of facts/ record or misrepresentation of facts/ record is noticed.

(Signed by the Authorized Representative of the Firm)

Name of the Authorized Representative.

Name of the Firm

Dated:

This Affidavit shall be signed by all the partners of Partnership firm and all the members of Joint Venture (JV)/ MOU (if participation of JV/ MOU is permitted in the tender).

Annexure - III

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 :

SPECIAL CONDITION OF CONTRACT

The following Special Conditions shall be read in conjunction with the corresponding relevant provisions made in the GENERAL CONDITIONS OF CONTRACT or elsewhere and in case of any variation discrepancy or contradiction amongst the same, the provisions made under the Special conditions shall prevail:

1. SCOPE OF WORK:

- 1.1 To carry out Design, Manufacture, Supply, Installation, Testing and Commissioning of Retrofit Emission Control Device (RECD) in existing capacity as follows:

S.No	DG Rating	MAKE	Engine		Location of Installed D.G Sets
			Engine Serial No.	Model	
1	1010 KVA	Cummins	25434510	KTA38G5	IRCON International Tower, Plot No - 16, Sector - 32, Gurugram
2	1010 KVA		25433422	KTA38G5	
3	400 KVA		25434254	QSN-14-G2	

- 1.2 Retrofit emission control system should be as per latest DPCC/NGT notification to achieve minimum specified particulate matter capturing efficiency of at least 70% in 5 mode D2 cycle. The emission control device/ Equipment must be tested over an ISO-8178 5 mode D2 cycle for equivalent kVA rating at any one of the five Central Pollution Control Board (CPCB), Government of India as below:
- i. Automotive Research Association of India, Pune (Maharashtra)
 - ii. International Centre of Automotive Technology, Manesar (Haryana)
 - iii. Indian Oil Corporation, Research and Development Centre, Faridabad (Haryana).
 - iv. Indian Institute of Petroleum, Dehradun (Uttarakhand); or
 - v. Vehicle Research Development Establishment, Ahmednagar (Maharashtra)
- 1.3 The particulate matter shall be tested at site first without the device on DG in as installed condition during a continuous operation of 2 Hours with 90-100 % load. Thereafter it will be measured after installation of retrofit emission control device during a continuous operation of 2 Hours with same load i.e. 90-100%. From the test results particulate matter capturing efficiency of at least 70% to be achieved. The site test shall be conducted in presence of Client's nominated representative and test report to be submitted to IRCON.
- 1.4 System should be certified from OEM of DG sets after installation of retrofit system. Prior installation NOC from D

CG set manufacturers should be obtained that there will no adverse effect on the performance and efficiency of DG sets. Any deviation in this regards must be made known to the Owner before award of works.

- 1.5 Contractor should obtain all the necessary approvals/Certificates from CPCB/Uttar Pradesh Pollution Control Committee with regards to successful compliance to their latest notification. Statutory/Legal Fees/ Costs shall be reimbursed by IRCON after submission of original fees receipt and original document of certificate/approval. It is the responsibility of Contractor to take the approvals and liaison with concern department to get all the necessary approvals and certificates.
- 1.6 Operation & Maintenance Manual of system should be provided before installation.
- 1.7 Guaranty/Warranty against material and workmanship of the retrofit emission control device shall be of One Year of operation from the date of successful testing at site/installation of Retrofit Emission Device and receipt of certificate from DPCC.
- 1.8 All works including civil, electrical, mechanical etc. are under scope of work of this Contract. Nothing extra other than the quoted rate shall be paid by IRCON.
- 1.9 The Agency/Contractor to provide onsite training to IRCON staff for routine maintenance of retrofit emission control device. No extra cost shall be given by IRCON in this regard.
- 1.10 All men and material shall be arranged by contractor. Contractor has to supply the material to the site at his own cost. Transportation of any kind of material will be in the scope of Contractor only. Nothing extra other than the quoted rate shall be paid by IRCON.
- 1.11 Opening, Foundation and other miscellaneous civil work for the successful completion on the work shall be in the scope of the contractor and nothing shall be paid extra.
- 1.12 Work may be carry out in presence of IRCON staff with prior permission and cannot be carry out in operational hours 'subject to usage of DG.
- 1.13 Design & Method statement for installation of system to be submitted and got approved from IRCON before commencement of work.
- 1.14 Prior to the submission of bid, the bidder is advised to inspect and be fully conversant with the existing infrastructure at project site including availability/laying of cables, equipment's, space requirement. All necessary accessories/ items/ tools & tackles etc. required for completion of work shall be incidental to the work and Nothing extra other than quoted rates shall be payable. 100% commissioning of Retrofit emission is the responsibility of contractor/agency.

2. CLIMATIC CONDITIONS/OPERATING ENVIRONMENT:

Offer shall be submitted in full conformity with the technical specifications and operating environment conditions as approved by IRCON.

All the material/equipments shall be manufactured under full conformity to IEC/IS/Technical Specifications as per Tender documents. Successful bidder may be required to extend his support for supervision of erection, testing & commissioning of the supplied equipment.

3. CONTRACT PERIOD:

The completion period of the contract shall be up to 03 months from the date of issue of Letter of Acceptance (LOA).

4. PRICE BASIS:

Prices shall be Firm and inclusive of all cost of labour, insurance, spares and T&P emergency stock, all Consumables & materials and all applicable taxes & duties. All Packing, Forwarding, Cartage, Insurance, Loading-unloading, road permit/state entry permit and Delivery, Installation, Testing, Commissioning, etc at site including temporary constructional Storage, Risks, Overhead Charges, General Liabilities/ Obligations etc.

5. TAXES & DUTIES:

- a. All rates quoted shall be deemed to be inclusive of all types of taxes, duties and levies imposed by Central/State Govt. and local bodies such as, Compensation Cess, Labour Cess, royalties and other levies except IGST/CGST/SGST/UTGST & custom duty. No additional amount shall be paid or claim be entertained on these account by Employer/Engineer.
- b. The contractor shall get registered with the concerned Goods and Service Tax Department (if applicable) of the relevant states of the project and submit a copy of the same to the employer/engineer. He shall be responsible for fill

ling Goods and service tax returns and assessments as necessary as per prevalent laws, rules and regulations and shall also furnish necessary certificate to employer/engineer from time to time.

- c. Wherever certain exemptions/benefits are available on custom duty the contractor shall consider the same while quoting his rates. For instance, materials/plant and machinery etc. used for execution of the projects financed by international organization enjoy exemption from custom duty under foreign trade policy as deemed export on fulfilling the condition as per Govt. notifications. Similarly, the contractor shall ensure that whenever any benefits are available under any other law, these shall be considered while quoting the rates.
- d. 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 after the last date of submission of tender shall be borne by Employer/Engineer. The increase or decrease in liability on this account will be dealt with accordingly. Increase in liability shall be reimbursed as per actual on submission of computation of increased liability statement with documentary evidences in the form of challans /returns of the Contractors/suppliers to the satisfaction of Employer /Engineer. Similarly, in case of reduction of taxes/duties by either the Central/State Governments/local bodies due to change in the rate of taxes / duties or due to introduction of new tax or substitution of existing tax the benefits of reduction in liability shall be passed on to Employer/Engineer immediately commencing from the first periodical return falls due. Computation of decrease in liability shall be submitted by the contractors / suppliers / service providers, examined and agreed by Employer/Engineer. All the changes in rules and consequent payment should be supported by documentary evidences.

In case the contractor fails to intimate and does not pass on the benefit to Employer, he may be liable to a penal interest for the period for which benefit has not been passed on at the rate of SBIMCLR+3%. In addition to this penalty equal to 10% of amount of benefit shall also be levied in case benefit fallen due has not been intimated to employer.

- e. The Contractors who is liable to get registered under the GST act shall submit a copy of the registration certificate with GST no. and such other details as desired by Employer/Engineer for compliance under the CGST/IGST/SGST/UTGST and Compensation Cess Act. The Contractor/Suppliers/Service provider shall be responsible for issuing of Tax Invoices, filling of statutory monthly return and deposit of statutory taxes within the time limit as prescribed in law. Any Interest/Penalty/Taxes (non availment of Input Tax Credit due to mismatch in GSTR2) which is required to be paid by Employer/Engineer due to the default by the Contractor/Supplier/Service provider to comply with the above-mentioned activity/provisions as prescribed in laws, rules and regulations shall be recovered from the Contractor/Supplier/Service provider and adjustment shall be made when mismatch is attended and solved and credit is extended to Employer/Engineer.
- f. The Contractor who is not liable to get registered under the GST Act or who has opted for composition scheme under the GST Act shall submit documentary evidence in support of the above.
- g. In the case of unregistered Contractor/Supplier/Service provider Employer/Engineer shall deduct applicable GST under reverse charge from the payment released by back calculation method. GST deducted shall be deposited to the concerned authority.
- h. Employer/Engineer shall deduct Cess as the prescribed rate as per provision of the Building and Other Construction Work Welfare Cess Act 1996.
- i. 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.
- j. 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 f

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.

- k. Upon implementation of GST any reduction in tax on supply of goods or services or the benefit of input tax credit shall be passed on to employer/engineer by way of commensurate reduction in prices.

6. PAYMENT TERMS:

- 6.1 70% payment will become payable against receipt of materials at the nominated site/store of IRCON on submission of documents as mentioned in para 6.5 below after retaining Retention Money.
- 6.2 20% payment will become payable on completion of installation with all respect on submission of documents as mentioned in para 6.6 below after retaining Retention Money.
- 6.3 Balance 10% payment will become payable on completion of testing & commissioning of the system, acceptance by the client on submission of documents as mentioned in para 6.7 below after retaining Retention Money.
- 6.4 Payment for the equipment shall be made by IRCON INTERNATIONAL LTD., through RTGS/NEFT within 45 days of submission of an invoice with all the supporting documents as mentioned below. Payment shall be made only after submission of Performance Security and signing of contract agreement. All payments shall be made after deduction of TDS (if applicable), retention money or any other taxes/sums due from the contractor. Payment will be made in currencies as specified in the Price Bid / Bill of Quantities.
- 6.5 Documents required for release of payment as per clause 6.1 are as follows:

S. No	Documents	Copies
i)	Copies of the material invoice showing LOA reference, Description, Quantity, Unit Price, Total Amount	Two (2) copies
ii)	Copies of packing list identifying contents of each package	Two (2) copies
iii)	Bill of Landing/Air way Bill/Railway Receipt (RR)/Receipted Lorry Receipt (LR), as the case may be.	One original + One copies
iv)	Manufacturer's and Contractor's guarantee certificate of Quality	One original + One copies
v)	Material inspection & clearance certificate (MICC) issued by IRCON /Nominated agency and the contractor's factory inspection report.	Two (2) copies
vi)	Certificate from IRCON's representative clearly stated receipt of materials in good condition.	Two (2) copies

- 6.6 Documents required for release of payments as per clause 6.2 are as follows:

S. No.	Documents	Copies
i)	Certificate from IRCON's representative clearly stating erection of the system	One original+ One copy

- 6.7 Documents required for release of payments as per clause 6.3 are as follows:

S. No.	Documents	Copies
i)	Certificate from IRCON's representative clearly stating testing & commissioning of the system	One original + One copy
ii)	Operation, Maintenance and Troubleshooting manuals	Two (2) copies
iii)	Literature and catalogues	Two (2) copies

7. PERFORMANCE SECURITY & RETENTION MONEY

7.1 PERFORMANCE SECURITY:

- 7.1.1 Within 21 days of issue of the Letter of Acceptance from the Employer / Engineer, the successful Bidder shall submit a Performance Guarantee in the form of irrevocable Bank Guarantee on the Performa annexed as Annexure-II of GCC from any Scheduled Bank for an amount of 5% (Five Percent) of the contract value.
- 7.1.2 No payment under the contract shall be made to the Contractor before receipt of performance security.
- 7.1.3 Failure of the successful tenderer to furnish the required performance security shall be a ground for the annulment of the award of the Contract and forfeiture of the Earnest Money Deposit.
- 7.1.4 The Bank Guarantee shall be irrevocable and valid up to 28 days beyond completion of the contract period and the same shall be approved for discharge by the Employer/ Engineer on satisfactory completion of work.
- 7.1.5 This Bank Guarantee shall be governed by and construct in accordance with the laws of India.
- 7.1.6 The sample Performa for Bank Guarantee for Performance Security is annexed at ANNEXURE - II to GCC.

7.2 RELEASE OF PERFORMANCE SECURITY:

- 7.2.1 The whole of the Performance Security shall be liable to be forfeited by the Employer/Engineer at the discretion of the Employer/Engineer, in the event of any breach of contract on the part of the Contractor or if the Contractor fails to perform or observe any of the conditions of the contract. On due and faithful completion of the entire work, the Performance Security shall be returned to the Contractor, subject to the satisfaction of the Engineer and expiry of Defect Liability and maintenance period of IRCON with its Client and after issuance of a Performance Certificate of making good of all defects by the Engineer in accordance with clause under the Main Contract. This shall not relieve the Contractor from his obligations and liabilities, to make good any failures, defects, imperfections, shrinkages, or faults that may be detected during the defect liability period specified in the Contract.
- 7.2.2 Where different defect liability periods are applicable to different parts of the works, the expression - "expiry of the defect liability period" shall for the purpose of this clause be deemed to mean the expiry of last of such periods.

7.3 RETENTION MONEY:

- 7.3.1 Retention money shall be deducted from on account/final bills of the contractors @10% of the gross value of each bill after adjusting Earnest Money Deposit (EMD) amount till the amount so recovered including EMD amount adds up to 5% of the contract value of the work. No interest shall be payable to the contractors on amount retained in cash towards retention money.
- 7.3.2 The Retention Money shall be released after acceptance of the final bill by IRCON and after the expiry of defect liability period and rectification of all failures, defects, imperfections, shrinkages and faults.

All other conditions of Clause 8.0 of GCC shall prevail.

8. REVIEW OF CONTRACT:

The performance of the contractor shall be reviewed monthly during the first three months and if the performance is not found satisfactory, the contract will be terminated.

Thereafter, performance of the firm shall be reviewed in every quarter and if the performance is not found satisfactory, the contract will be terminated by giving 15 days' notice. In case of breach of contract or in the event of not fulfilling

g the minimum requirements / statutory requirements, the client shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the Contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority.

9. DEFECT LIABILITY PERIOD/ DEFECT NOTIFICATION PERIOD

- 9.1 Defect Liability Period shall be 12 Months from the date of completion. The contractor shall investigate equipment failure cause & submit report to IRCON. Contractor shall replace/repair the failed equipment without any cost implication to IRCON. 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.
- 9.2 Contractor shall ensure restoration/rectification/replacement, within reasonable time, to the satisfaction of IRCON. The engineer in case of the delay as seems fit shall be empowered to carry out the repairing at the risk and cost of the contractor. The "Defect Liability Period" in respect of that part or subsystem or components of that part shall start from the date such replacement, renewal or repair has been complete to the satisfaction of the engineer

10. FAILURE TO REMEDY DEFECTS:

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 5% 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 to the contract to Termination for default. All other conditions of Clause 49.8 of GCC shall prevail.

11. 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 5% 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 to the contract to Termination for default. All other conditions of Clause 49.8 of GCC shall prevail.

12. 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 IRCON. 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 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.

13. 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:

- i. Agreement
- ii. Letter of Acceptance of Tender
- iii. Addendum(s)/Corrigendum(s), if any
- iv. Special Conditions of the Contract
- v. General Conditions of Contract

vi. Any other Document

14. PRICE VARIATION (PV): Not Applicable.

15. INSURANCE:

Before commencing of works, it shall be obligatory for the Contractor to obtain, at his own cost, insurance cover in the joint name of the Contractor and Employer from reputed companies for the following requirements:

- a) Contractor's All Risk (CAR) Policy,
- b) Liability for death of or injury to any person or loss of or damage to any property (other than the work) arising out of the performance of the Contract.
- c) Construction Plant, Machinery and Equipment brought to site by the Contractor.
- d) Any other insurance cover as may be required by the law of the land.
- e) Workmen Compensation Policy
- f) The Contractor, if required, will engage a suitable Engineer to liaise with Insurer Company in the interest of realization of insurance claims at no cost to Engineer
- g) Contractor/Insurance Company shall have to indemnify IRCON for all losses and claims are to be given directly to IRCON. Decision of IRCON will be binding on Contractor & Insurance Company to distribute claim in part or full.

All insurance covers referred to in the Contract shall be effected with an Indian Insurance Company incorporated and registered in India.

16. 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.

17. UPDATION OF LABOUR DATA ON INDIAN RAILWAYS SHRAMIK KALYAN PORTAL BY CONTRACTOR:

17.1 Contractor shall abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of clause no. 56: "Wages of Labour" of Special Condition 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 Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- b. Contractor once approved by the Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
- c. The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LAO)/Contract Agreements on shramikkalyan 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 shramikkalyan portal on monthly basis.
- e. It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

17.2 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 Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till Month, Year

ar."

For & on behalf of
IRCON INTERNATIONAL LIMITED
Chief General Manager / Buildings
C-4, District Centre, Saket,
New Delhi - 110017.

BILL OF QUANTITY

Name of Work - Supply, Installation, Testing & Commissioning of Retro fitment of existing DG Sets complete in all respect at IRCON International Tower, Gurugram.

S. N.	DESCRIPTION	Unit	Qty.	Rate inclusive of GST (INR)	Amount inclusive of GST (INR)
(i)	(ii)	(iii)	(iv)	(v)	(vi) = (iii)x(iv)x(v)
	Design, Manufacture, Supply, Installation, Testing and Commissioning of Retrofit emission control Device suitable for DG set with following requirements as given below:				
	<p>Retro-fit emission control system should be as per Statutory Authorities recommendations to achieve minimum specified particulate matter capturing efficiency of at least 70%. The emission control system shall be type tested and approved from CPCB approved laboratories any one from the following as per guideline of NGT and MoHUA.</p> <p>Automotive Research Association of India, Pune (Maharashtra) International Centre of Automotive Technology, Manesar (Haryana) Indian Oil Corporation, Research and Development Centre, Faridabad (Haryana) Indian Institute of Petroleum, Dehradun (Uttarakhand) Vehicle Research Development Establishment, Ahmednagar (Maharashtra)</p>				

	Retro-Fit emission control system of suitable rating or sizes shall be installed or retrofitted in existing exhaust pipe with required modifications and suitable design compatible for respective model of diesel engine prime mover of DG sets and have safety precautions to ensure no damage to the engine operations under any circumstances Safety system provided to engine from higher back pressure, engine vibration, and high temperature operations to avoid any malfunction, it should be within the limits as recommended by DG OEM. The retrofit system manufacturer to coordinate and take certificate from DG OEM				
	The emission reduction will be verified after the installation of unit at site by any of the air pollution labs approved by CPCB or DPCC.				
1.0	Retrofit Emission Control Device (RECD) in existing 1010 kVA Cummins DG Set	Nos.	2		
2.0	Retrofit Emission Control Device (RECD) in existing 400 kVA Cummins DG Set	Nos.	1		
3.0	Pre & Post Testing	Nos.	3		
4.0	Pulse Lite 12 V 160AH Battery	Nos.	2		
5.0	Battery lead with Thimble	Nos.	2		
	Total				

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

3. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

IRCON INTERNATIONAL LIMITED
Account No.
000705052131
IFSC Code
ICIC0000007

Bank Name
ICICI Bank Limited
Branch address
Connaught Place, New Delhi

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

4. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

IRCON INTERNATIONAL LIMITED

Account No.
000705052131

IFSC Code
ICIC0000007

Bank Name
ICICI Bank Limited
Branch address

Connaught Place, New Delhi.

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---