

CONSTRUCTION OF KHULNA MONGLA PORT RAIL LINE PROJECT IN BANGLADESH

TENDER DOCUMENT

FOR

Supply of Ballast from India to Bangladesh, between Kathakali (Ch.33.00 Km.) to Bagha (50.500 Km.), in connection with construction of Khulna – Mongla Port Rail Link Project in Bangladesh.

Tender No. IRCON/9043/BD.KHU-MON/Ballast/2020-21/2

TECHNICAL BID

VOLUME - 1

April 2021



IRCON INTERNATIONAL LIMITED

(A Government of India Undertaking)

Corporate office

IRCON International Limited,
C-4, District Center, New Delhi - 110017.
- India
Tel: +91-11-2055289
Fax: +91-11-2055279

Project Office

KHULNA MONGLA RAIL LINE PROJECT
House No 411, Road No 4,
Sonadanga R/a, Phase-2,
Khulna-9100
Bangladesh.

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Technical Bid

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Notice Inviting Tender

IRCON INTERNATIONAL LIMITED
(A Govt. of India Undertaking)
C - 4, District Centre, Saket,
New Delhi – 110017

NIT No. **IRCON/9043/BD.KHU-MON/Ballast Tender/ 2020-21/2**

Dt.18/5/2021

Notice Inviting Tender

DATE SHEET

1.	Publishing Date	:	18.05.2021	10.00 Hrs
2.	Bid Document Download/ Start Date	:	18.05.2021	11:00 Hrs
3.	Clarification Start Date	:	19.05.2021	11:30 Hrs
4.	Clarification End Date	:	07.06.2021	17:30 Hrs
6.	Bid Submission Start Date	:	14.06.2021	09:00 Hrs
7.	Bid Submission End Date	:	14.06.2021	15:00 Hrs
8.	Bid Opening Date	:	14.06.2021	15:00 Hrs

- 1.0 Chief General Manager/Works-I, IRCON INTERNATIONAL LIMITED (IRCON in abbreviation), C-4, District Centre, Saket, New Delhi - 110017, (Email: vkgupta@ircon.org, Tel: 011-26530437, Mob No- +91-9560595026) invites physical bids in two packet system on prescribed forms from bonafide firms/companies having requisite experience and financial capacity for execution of the work detailed in the table given below. The bidder is advised to examine carefully all instructions including addendum/corrigendum, condition of contract data, forms, terms, technical Specifications, bill of quantities in the bid document.

S. N	Name of Work	Estimated Cost of work (Rs.)	Earnest Money (Rs.)	Completion Period
1	Supply of Ballast from India to Bangladesh, between Kathakali (33.00 Km) to Bagha (50.50 Km), in connection with construction of Khulna – Mongla Port Rail Link Project in Bangladesh.	24.51 Crore	18,25,960.00	7 Months

- 2.0 Website **[HTTPS://WWW.IRCON.ORG](https://www.ircon.org)** may be referred for detailed terms and conditions of the bidding documents, which is available online. 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 IRCON’s portal i.e. [HTTPS://WWW.IRCON.ORG](https://www.ircon.org). And in such case the Tenderer shall deposit the Cost of the Tender Documents along with the submission of the Tender, failing which his Tender shall not be opened. In such case, the Cost of the Tender Documents shall be deposited in the form of a Demand Draft/Pay Order in favour of Ircon International Limited payable at New Delhi and enclosed in the envelope containing the Earnest Money Deposit. Tenderers are advised not to make any corrections, additions or alterations in the downloaded/purchased Tender Documents. In case, any corrections, additions or alterations in the downloaded/purchased tender documents are made, such Tender shall not be considered.
- 4.2 Tender documents for the above tender can also be obtained from 11.00 hours to 16.30 hours on all working days from **18/5/2021** to **13/6/2021** from the office of CGM(Works), Room No. 218, Ircon International Limited, C-4 District Centre, Saket, New Delhi -110017 on non-refundable payment of Rs 30,000/- (Rs. Thirty Thousand only) in Demand Draft/Pay Order drawn in favour of IRCON International Ltd. payable at New Delhi towards the cost of one set of the tender document. The tender document shall be sold only to the persons authorized in writing by the Tenderer.
- 4.3 Tenderer can also to pay the Cost of Tender Document, a non-refundable fee of Rs 30,000/- (Rs. Thirty Thousand only) towards the cost of one set of Tender document through NEFT or RTGS only in IRCON’s bank account no.: 57500000076024, IFSC Code: HDFC0000003 at HDFC Bank Ltd., Surya Kiran Building, KG Marg, New.
- 4.4 It is mandatory for all the Bidders to have Power of Attorney to sign the Bid.
- 4.5 Tender documents will be available online on website <https://www.ircon.org> from **18/05/2021 (11.00 Hrs)** which can be downloaded till the last date and time of submission of Tender. The Cost Tender in this case is to be Paid while submission of Tender in form of Demand Draft/Pay Order, or as per Clause 4.3 above, drawn in favour of IRCON International Ltd. payable at New Delhi.
- 5.0 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://www.ircon.org> 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 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.

- 6.0 The tender documents shall be submitted in two separate sealed packets viz Packet - I containing Technical Bid and Packet-II containing Financial Bid. Detailed credentials as per the requirements of the Essential Qualification Criteria, Conditions in deviation to the Tender conditions, if any and all other Tender papers except Financial Bid are to be submitted in "Technical Bid ". Packet –II shall contain the Financial Bid with Rates duly filled in and cost of withdrawal of the conditions in deviation to the tender conditions, if any. Any conditions in deviation to the Tender conditions, if stipulated in the Financial Bid, will not be accepted. The conditions in Deviation to the Tender conditions, if any, are to be stipulated in Technical Bid only and the cost of withdrawal of the same given in Financial Bid. Conditions in Deviation to the Tender condition, stated at any other place in the Tenderers Tender will not be considered.
- 7.0 Completed tender documents with priced schedule of items and quantities shall be submitted in a separate sealed envelope super-scribing the name of the work, name of tenderer etc. The Tender cost (if downloaded from Web site) & Earnest money deposit in the prescribed form and for the prescribed amount shall be submitted in a sealed envelope super-scribing "Tender Cost& Earnest Money Deposit", the name of work, name of the tenderer etc. These two sealed envelopes shall be further sealed in a larger envelope super-scribing the name of the work, name of tenderer; which should be deposited in the tender box at IRCON's office at address given in Para 4.2 above before **15.00 hours on 14/6/2021. Tenders shall be opened at 15:30 hours on the same day** in the presence of the tenderers or their authorized representatives intending to attend the opening. Tenders duly sealed in the prescribed manner above can also be sent through Registered Post/Speed Post/Courier so as to reach in this office not later than the time and date of opening of tenders. Any tender received later than the time and date of opening of tenders shall be rejected and returned to the tenderer unopened. However, authorized 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.
- 8.0 Tender shall be submitted as per "Instructions to Tenderers" forming a part of the tender document.
- 9.0 **Any Tender received without Earnest Money in the form as specified in tender documents shall not be considered and shall be summarily rejected.**
- 10.0 Bidders cannot submit the Tender after the due date and time of bid submission. The bidders are advised to submit their Bids well before the Bid due Date and Time. IRCON shall not be responsible for any delay in submission of Bids for any reason including.
- 11.0 The Technical and Financial Bid shall be signed by the Authorized Signatory of the Bidder. The Authorized Signatory of the Bidder must be in possession of Power of Attorney before submitting Bid.

- 12.0 Tenders brought to the office of Employer later than the deadline prescribed but before the opening time mentioned in the bidding document shall be declared as delayed tenders and may be considered by Employer and decided on its merits. The decision of the Employer shall be final and binding.
- 13.0 Any Tender received after Opening of the Tenders shall be rejected and returned unopened to the tenderer.
- 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 The transfer of tender documents purchased by one intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased /downloaded from IRCON's website.
- 16.0 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. Action shall be taken including banning of Business. The decision of IRCON in this regard shall be final and binding.
- 17.0 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.: 16.0 of Notice Inviting Tender.
- 18.0 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.
- 19.0 **Purchase Preference Policy for Micro and Small Enterprises (MSEs), Start Up and Make in India etc. Registered Firms:- NOT APPLICABLE.**
- 20.0 **This Tender is invited from Domestic Bidders (Indians Firms) only.**

For & on behalf of
IRCON INTERNATIONAL LIMITED
Chief General Manager/Works-I,
Room No.218, Ircon International Limited
C-4, District Centre, Saket,
New Delhi – 110017
Email: vkgupta@ircon.org,
Tel: 011-26530437, Mob No- +91-9560595026

Form of Bid

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

Thanking you,

Yours Faithfully,

Signature_____ and name of the signatory_____ in capacity of_____ duly authorized to sign bids for and on behalf of:

_____ (*In Block capital letters*)

Date this _____ day of _____ 2021.

Instructions to Tenderers

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 submit attested copies of the constitution of its firm such as Partnership Deed, Memorandum & Articles of Association, etc. **along with original Power of Attorney of Authorized Signatory**".
- 1.3 The work is proposed to be executed under the following relationship.
- a) Client : Bangladesh Railway
- b) Employer : IRCON INTERNATIONAL LIMITED address as given in 'Appendix to Tender'.
- c) Consultant : STUP Consultancy Pvt. Ltd.
- d) Contractor: The successful tenderer to whom the work is awarded shall become the contractor for the execution of this work.
- 1.4 Throughout these bidding documents, the terms "Bid" and "Tender" and their derivatives ("Bidder"/ "Tenderer"/"Supplier"), "Bid/Tendered", "Bidding"/ "Tendering", etc.) are synonymous. Day means Calendar day. Singular also means Plural.
- 1.5 Scope of Work: As indicated in 'Appendix to Tender'.
The scope given above is only indicative. The detailed scope has been described in the tender documents.
- 1.6 Approximate Estimated cost of the work is as indicated in the 'Appendix to Tender'.
- 1.7 A bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm or Company. Violation of this condition is liable to disqualify the tenders in which such bidder has participated and EMD of all such tenderers shall stand forfeited.

2 **Cost of Bidding**

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

B. **The Bidding Documents**

Any alteration in 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
Technical Specifications
Bill of Quantities

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

4 **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 Supply is to be delivered 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 Bid submitted by the Tenderer is stamped and 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 words and figures both.
- 6.3 The Bid should be submitted only in the prescribed format. No other mode of submission is accepted. The Technical and Financial Bid shall be signed by the

Authorized Signatory of the Bidder. **Only hard bounded and serially numbered copy of Technical and Financial bid is required to be submitted.**

The tenderer must fill and submit the prices as per instructions given in Bill of Quantities. 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. If a tenderer does not quote a price/rate for any Bill of Quantities (BOQ) item, the Bid is liable for rejection.

7 **Deviations**

- 7.1 The Tenderer should clearly read and understand all the Terms and Conditions, Specifications, etc. mentioned in this Tender Documents. Deviations, if any, shall be brought out specifically with reference to Commercial and Technical requirements etc. and also cost for withdrawal of Deviations shall be clearly mentioned. In case no Cost is indicated for withdrawal of Deviations, it shall be assumed that the withdrawal of the Deviations is acceptable to the firm without any cost implication. If the Tenderer has any observations, the same may be indicated in his forwarding letter along with the Tender. Deviations stated elsewhere in the offer except in the Deviations sheets shall be treated as NO DEVIATION.

- 8 In case the Tenderer does not want to stipulate any conditions in Deviation to the Tender conditions, a NIL Deviation Statement should be submitted in Technical and Financial Bid.

Tenderers are advised not to make any corrections, additions or alterations in the original Tender documents. If Tenderer makes any correction in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, Tender is liable to be rejected.

9 **Earnest Money**

- 9.1 The tenderer must furnish the Earnest Money as indicated in 'Appendix to Tender' for the work as Specified failing which the Tender shall be summarily rejected. The Earnest Money may be in any one of the following forms:
- a Pay Order/Demand Draft of any Scheduled Bank in India in favour of IRCON International Limited payable at New Delhi. It is mandatory for bidders to provide their Banker's details (Name of Bank & Branch) along with their own bank details (Account No., Name of Account Holder, NEFT/RTGS details).
 - b Fixed Deposit Receipt issued by any Scheduled Bank in India endorsed in favour of IRCON INTERNATIONAL LIMITED.

- c EMD value up to Rs. 10.00 Lacs must be in the form of Pay Order/DD/FDR. In addition, EMD may also be paid through NEFT or RTGS in IRCON's e-Procurement bank account no.: bank account no.: 57500000076024, IFSC Code: HDFC0000003 at HDFC Bank Ltd., Surya Kiran Building, KG Marg, New Delhi in favour of "IRCON INTERNATIONAL LIMITED" payable at New Delhi and email ID emdbg@ircon.org. In case of EMD amount being more than Rs.10.00 Lacs, it can also be deposited in the form of irrevocable Bank Guarantee valid for minimum 180 days beyond the last date of submission of bid, issued by a Scheduled Bank situated in the State Capitals of India or cities listed in the Annexure-X. B.G. not valid for 180 days beyond the last date of submission of bid, will not be considered a valid EMD instrument. The B.G. must be made invocable at any branch in Delhi/NCR/Project HQ branch of the issuing bank.
- d The scheduled bank issuing the Bank Guarantee as defined in sub-clause no. 9.1 (c) above, must be on the Structure Financial Messaging System (SFMS) platform. A separate advice of the B.G. shall invariably be sent by the issuing bank to the Employer's Bank through SFMS and only after this, the B.G. shall become operative and acceptable to the Employer.
- e EMD in original form sealed in an envelope must be received by Employer at the address Specified in the "Notice Inviting Tender" **not later than the prescribed date and time for Bid submission.**

Proof of transaction towards payment of Earnest Money through NEFT or RTGS shall be submitted during the submission of the Bid not later than the prescribed date and time for bid submission.

No interest shall be allowed on Earnest Money Deposit.

9.2 **Forfeiture of Earnest Money:**

9.2.1 The Earnest Money of the Tenderer shall be forfeited if he withdraws his Tender after Opening of the Tender during the period of Tender Validity Specified in the "Appendix to Tender" or Extended Validity period as agreed to in writing by the Tenderer.

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

- i- sign the Contract Agreement in accordance with the Terms of the Tender, or
- ii- furnish Performance Guarantee in accordance with the Terms of the Tender, or
- iii- Commence the Work within the Time Period stipulated in the Tender.

9.2.3 In case of forfeiture of EMD, the Tenderer shall be debarred from Bidding in case of re-invitation of the Tenders.

9.3 **Return of Earnest Money:**

9.3.1 The Earnest Money of the unsuccessful tenderers in the form of FDR/BG shall be discharged and returned as promptly as possible and the Earnest Money in the form of DD/Pay Order/ NEFT or RTGS shall be directly credited to his Bank account through Electronic Fund Transfer, under advice to the bidder.

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

i- If the Earnest Money Deposit is in the form of Fixed Deposit Receipt (FDR)/Bank Guarantee (BG), the FDR/BG shall be returned after deduction of an equivalent amount from the first on Account Bill and further deduction of Retention Money from the Bills shall commence after adjusting this EMD Amount.

ii- If the Earnest Money Deposit (EMD) is in the form of Demand Draft/Pay Order/ NEFT or RTGS, the same shall be retained towards Retention Money and further deduction of Retention Money from the Bills shall commence after adjusting this EMD Amount.

10 **Period of validity of the tender**

10.1 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.

10.2 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

11 **Deadline for submission of tender**

11.1 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 “Procurement Notice” **not later than the prescribed date and time for Bid submission.**

11.2 Any Tender related documents received after opening of the Tender shall be rejected.

Tenderers must submit the good scanned copy of relevant documents required to be submitted as mentioned in the tender documents. The document which is not readable or legible will not be given cognizance. Bids which are not supported by relevant documents shall not be considered during evaluation of bid.

12 **Modification / Substitution / Withdrawal of tender**

No tender can be withdrawn after submission and during Tender validity period.

13 Submission of a 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.

14 **Sealing and marking of Tenders**

14.1 The tenders shall be submitted on or before the due Date and Time with all the relevant documents as mentioned in Para 3.1 and the following

a Forwarding letter of the tenderer.

b Earnest Money Deposit in a separate envelope superscripted Earnest Money Deposit.

c Packet -I - Technical Bid Complete with Tender documents with each page signed and stamped and all other documents required to be submitted as per the Tender conditions including qualification documents and Deviation statement without Cost of withdrawal of conditions

d Packet -2 - Financial Bid with Schedule of Items and Quantities with rates quoted therein and deviation statement with cost of withdrawal of conditions/deviations

14.2 The above documents as stated at (a) to (d) above shall be further sealed in an envelope superscribed with the name of the work as indicated in "Appendix to Tender", date and time of opening of tenders.

15 In addition to the above, the envelope shall also contain the Name and Address of the Tenderer to enable Tender to be returned unopened if so required.

15.1 All documents/ forms/instructions/Specifications etc listed in item 3.1 of this notice and those attached as per the Annexure VII are deemed to be a part of the bid/tender and accepted by the bidder.

15.2 In case of any ambiguity, IRCON will be free to seek confirmation of information from the issuer of the document.

E. **Bid opening and Evaluation**

16 **Opening of the tender**

(i) Tenders will be opened at the address mentioned in "Notice Inviting Tender" in presence of Tenderers or Authorised Representatives of Tenderers who wish to attend the opening of tenders. On opening the envelope containing the complete Tender, in the first instance the envelope containing Earnest Money Deposit (EMD) shall be opened. Further envelopes shall be opened only if the "Bid Security Declaration and Tender

Cost” is found to be for the required amount and in required form.

- (ii) Thereafter the Technical bid shall be opened.
- (iii) The Financial Bids of all the Tenderers shall not be opened on the stipulated date of Tender opening. These financial bids shall be sealed in a separate envelope, signed by all the representatives of the tenderers present during the opening of tenders and also by the tender opening officials of IRCON. This sealed envelope shall be kept in safe custody of IRCON officials. The above sealed envelope shall be opened at a later date and financial bids of only those tenderers shall be opened who are qualified by IRCON in technical evaluation for the opening of financial bids. The qualified tenderers shall be advised about the opening of the financial bids. The financial bids of the tenderers who have not been qualified shall be returned un-opened, if requested by the tenderers.

17 **Preliminary examination of bids**

17.1 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 bid submission** and generally they are in order.

17.2 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.

17.3 If a bid is not substantially responsive, it shall be rejected by the Employer.

17.4 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.

18 Evaluation and comparison of tenders

18.1 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 submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.

18.2 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.

18.3 For the purpose of Tender evaluation, **the quoted cost of the various Tenderers, if in US \$, shall be converted into Indian Rs by using the Financial Benchmark India Private Ltd (FBIL) reference exchange rate between US \$ and Indian Rs as notified by the FBIL on its website www.fbil.org.in 15 days before the last date of submission of Tenders.** In case this particular day happens to be a holiday, the exchange rate as notified by FBIL on the next working day will be considered. The cost of withdrawal of conditions of the Tenderer, if any, shall also be converted into Indian Rs in the same manner and added to the quoted cost by the Tenderer in order to arrive at the lowest Tenderer.

18.4 Clarification of the tenders

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.

19 Canvassing

19.1 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.

20 Right to accept any tender or reject all tenders

20.1 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.

20.2 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.

21 **Award of Contract**

21.1 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.

21.2 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.

22 **Supplier Performance Feedback and Evaluation System**

The employer will have a '**Supplier** Performance Feedback and Evaluation System' for periodic evaluation of **Supplier** performance during execution of Contract. In case **Supplier'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 **Supplier** 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 **Supplier** 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 **Supplier**. However, Annexure –III is Not Applicable in this case.

23 **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.

Supplier must submit Affidavit as per annexure-IV, to certify that credentials submitted by them are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for **Two years** on entire IRCON, as per policy stipulated at Annexure-A.

24 Declaration of non-performance or ban status

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

- a. They have been declared a non-performer by any Organization / Authority / Public Sector Enterprises in India, any Government Department in India or a multilaterally funded agency during the last two years prior to the date of our bid submission.
- b. They are currently debarred for tendering, blacklisted, suspended in any Organization / Authority / Public Sector Enterprises in India, any Government Department in India or a multilaterally funded agency.
- c. 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.

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

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

26. ADDITIONAL SUBMISSION WITH TENDER

- 26.1 Each tenderer at the time of tendering shall submit the test report of Impact Value, Abrasion Value, Water Absorption Value of stone from proposed quarry so as to meet criteria laid in Technical Specifications from NABL approved laboratories, NITs/IITs.

26.2 The tenderer shall also furnish an undertaking that the ballast supply at all times will conform to Specifications for Track Ballast as specified by Railway.

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

DETAILS OF THE BIDDER

1. Name of the Bidder :

1.1 Registered Address of the bidder :

Land Line Telephone Number with STD Code :

FAX Number with STD Code :

1.2 Address for communication :

Land Line Telephone Number with STD Code :

FAX Number with STD Code :

e-mail Address :

2. Banker's Details for Payment through Electronic Clearing System (ECS):

Name of bank :

Address of bank :

Account No. :

Name of Account Holder :

IFSC :

Telephone No. with STD Code :

e-mail Address :

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 – NOT APPLICABLE

FORMAT of AFFIDAVIT

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

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

1. Neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm have been declared non-performer by Central/ State Government Department in India including authority controlled by them during the last two years prior to the date of bid submission.
2. As on date our bid submission, neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm are debarred for tendering, blacklisted, suspended in Central/ State Government Department in India including authority controlled by them.
3. As on date our bid submission, neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm/ JV are in Corporate Insolvency Resolution Process (CIRP)/ liquidation/ Winding up/ CDR/SDR/S4A/ Flexible Structuring or any other restructuring scheme due to financial stress and have not been in default on any debt obligations on the bid due date.
4. No contract agreement between IRCON or its wholly owned subsidiaries and either our firm or any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm have been terminated on account of our default during the last two years prior to the date of our bid submission.
5. We have no objection to IRCON requesting to any bank, person, firm or body and any such agency furnishing pertinent information as deemed necessary or to verify this statement or regarding our competence and general reputation.
6. We understand that further qualifying information may be requested by IRCON and we agree to furnish any such information at the request of IRCON within the prescribed time.
7. We bind ourselves with all the stipulations of the Bidding Document including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated completion period and agree to augment any resources, if found necessary for timely completion of the project, as desired by the IRCON.
8. **We have read and understood all the provisions included in the bid documents and abide by them.**
9. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for Two years on entire IRCON. Further, I/we (name of tenderer)..... and all my/our constituents understand that my/our offer shall be summarily rejected.

11. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for **Two years** on entire IRCON.

(Signed by the Authorized Representative of the Firm)

Name of the Authorized Representative.

Name of the Firm.

Essential Qualifying Criteria

1. The contractor should possess the experience of having executed similar work during the last 3 Years (ending last day of the month previous to the one in which tenders are invited) which should be as following:-

A- Supply of Track Ballast or Boulders to Indian Railway / Indian PSUs /Public Listed Companies in India listed on BSE & NSE.

B- Contractor must have carried out atleast One Work for supply of Track Ballast or Boulders for Railway Work for quantity not less than 15,000 Cum. in last 3 Years.

Or

A- Export of Ballast/Boulders/Stone Aggregates from India to Bangladesh.

B- Contractor must have carried out atleast One Work for Export of atleast 15000 Cum. of Ballast/Boulders/Stone Aggregates between India and Bangladesh in last 3 years.

NOTE:

- i) For conversion of material weigh in Metric Ton to Cubic Meter or vice versa, Conversion factor of 1 Cum.= 1.6 MT shall be used.
- ii) For works in progress for which Completion Certificate is not available, Supplier should have supplied similar/more quantity of Ballast/Boulder/Stone Aggregate in one single Contract as mentioned above. Relevant Proof of the same to be submitted.
- iii) **Tenderers at the time of Bid submission shall submit the Test report of Impact Value, Abrasion Value, Water Absorption Value of stone from proposed quarry so as to meet criteria laid in Technical Specifications from NABL approved laboratories, NITs/IITs.**

2. The average annual financial Turn Over during the last 3 (Three) years (FY 2017-'18, 2018-'19 & 2019-'20) should be at least 30% of the estimated cost (INR INR 7,35,57,450/-).

Notes: The Revenue from Operations shall be judged from Certificate from Client, Annual Reports, Audited Balance Sheet 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 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 the preceding three audited financial years will be taken into consideration for evaluating the Annual Financial Turnover of the Bidder. In the absence of such 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 to Financial year.

4. The contractor should submit performance certificates and Letter of Award in reference to

S.No.1 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 3 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.

To Support Export of Ballast/Ballast, Bidder shall submit the LOA/Completion Certificate along with Custom Endorsed Documents for each Consignment i.e. Invoice, Packing List, Consignment Note/Bill of Lading/Rail Receipt and Certificate of Origin. The sum total of various Export Consignment in last 3 Years shall satisfy Quantity Criteria at (1) above.

5. The bidder shall sign the Affidavit as enclosed in Annexure-IV of “instructions to Tenderers”

FOR SUSPENSION/BANNING OF BUSINESS DEALINGS

- 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:

'Agency' means a 'Bidder/Contractor/Supplier/Consultant'

'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.

'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.

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:

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.

To recommend for issue of show-cause notice to the Agency by the competent authority as per clause 5.2.3.

To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

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 defense within 30 days of the date of notice. If no reply is received, a decision may be taken ex-parte by the Investigating Committee based on facts and evidence on record.
- 5.2.5 If the Agency requests for inspection of any relevant document mentioned in the show cause notice in possession of IRCON, the facility for inspection of such documents may be provided.
- 5.2.6 After considering the reply of the Agency and other circumstances and the recommendation of the investigating committee, a final decision shall be taken by the Competent Authority, if considered necessary after giving an opportunity for personal hearing to the Agency. The Competent Authority may then consider and pass an appropriate speaking order:
- a) exonerating the Agency, if the charges are not established;
 - b) banning the business dealings with the Agency along with the period for which the ban would be operative, if the charges are proved.
 - c) whether or not to refer the matter to the Indian Railways to consider imposition of similar ban by Indian Railways.
- 5.2.7 The order for banning of business dealings by all units of IRCON shall be applicable to the Agency including its allied firms as defined in Para 1102 of IR Vigilance Manual.
- 5.2.8 Decision of Competent Authority will be intimated to the concerned ED, who will convey the same to the delinquent Agency and its allied firms and circulate it to the corporate office and all Project head / Functional head for applying these orders uniformly in IRCON. The reasons may not be disclosed in such communications. However, the fact that the representation has been considered should invariably be mentioned in the communication.
- 5.2.9 The validity of the banning order shall be for a specified time period, on expiry of which, the banning order shall cease to operate, unless extended further by competent authority.
- 6 Appeal against the Decision of the Competent Authority:

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

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

If the decision of the Competent Authority is modified by the Appellate Authority the same will be intimated by concerned ED to the delinquent agency and its allied firm and circulate it with advice to all Project Heads and Corporate Office of IRCON.

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

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

ANNEXURE – VII

CHECK LIST for list of documents duly page numbered, signed, stamped by authorized signatory of the Bidder to be submitted with the tender and submitted not later than the prescribed date and time for bid submission:

1. Forwarding Letter of the bidder
2. Form of Bid
3. Details of similar works completed in last seven years (Format - 1).
4. Annual Turnover for the last three years with supporting documents (Format - 2).
7. Attested copies of the constitution of its firm such as Partnership Deed, Memorandum and Articles of Association, etc.
8. GST Registration Certificate (as applicable).
9. ISO 9001-2008 certificate (if any).
10. Schedule of start and completion of Supply in the form of Bar Chart.
11. Methodology for Transportation of Ballast.
12. Proof of transaction towards payment of Cost of Tender Document/ Earnest Money through NEFT or RTGS and copy of Earnest Money Deposit of requisite amount in the prescribed form.
13. **Power of Attorney** duly attested by Notary Public in favour of the person signing the bidding documents digitally as well as manually.
14. Bankers details (name of bank and branch) along with bidders own bank details (Account No., Name of Account Holder, NEFT/RTGS details) as per Format given in Annexure-I).
15. Affidavit (as per Format given in Annexure-IV)
16. **Test Report of Ballast as per IRS GE-1.**
17. **Undertaking to confirm that the ballast supply at all times will conform to Specifications for Track Ballast as specified in Technical Specifications.**
18. Any other details sought through ITT.

Note:

- i) Hard copy of above documents in original must be submitted to IRCON.**
- ii) Financial bid should be submitted by any bidder in physical form only in separate envelope.**
- iii) Submission of Earnest Money Deposit in original in the form of Pay Order/DD/FDR/BG as referred in clause no. 9.0 of 'Instructions to Tenderers'.**

FORMAT-1

DETAILS OF SIMILAR WORKS COMPLETED IN LAST THREE YEARS

S. No.	Description of the Work	Name and address of the Employer	Contract No. and date	Date of award of work	Stipulated date of completion	Date of actual completion	Value of completed work (In Lacs of `)	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

ANNUAL TURNOVERS FOR THE LAST THREE YEARS

S. No.	YEAR	Turnover from Civil Engineering works (In lacs of `)	Turnover from all sources (In lacs of `)	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

PROGRAMME FOR SUPPLY OF BALLAST

S. No.	Month	Railway Rake/truck/Ship in nos.	Quantity	Balance	Remark
1					
2					
3					

FORMAT-4

PROGRAMME FOR TRAIN RAKE /TRUCK/SHIP PROPOSED TO BE ENGAGED ON THE PROJECT

S. No.	Description	Make	Model & Year of manufacture	Capacity	Condition	Railway Rakes Nos. required for supply	Programme of Rakes indent with Railway	Remarks
1								
2								
3								
4								

FORMAT-5

UNDERTAKING BY TENDERER

1. I/we being duly authorized to represent and act on behalf ofand having fully understood all the tender conditions and requirements for fulfilling eligibility criteria including other Technical criteria herein in Tender Document.
2. The undersigned hereby declare that: i) The information/ statements given in support of technical and financial capability of ITT of tender document are true and correct in every detail.
3. That the ballast supply at all times will conform to Specifications for Track Ballast as specified in this Tender Document.

Signed _____

Appendix to Tender

APPENDIX TO TENDER

<u>DESCRIPTION</u>	Reference Clause
Supply of Ballast from India to Bangladesh, between Kathakali (Ch.33.00 Km.) to Bagha Station Yard (55.500 Km.), in connection with construction of Khulna – Mongla Port Rail Link Project in Bangladesh.	1.0 of Notice inviting Tender
<u>Client:</u> -Bangladesh Railways, Bangladesh	1.3(a) of Instructions to Tenderers
<u>Employer:-</u> IRCON INTERNATIONAL LIMITED C-4, District Centre, Saket, New Delhi-110 017.	1.3(b) of Instructions to Tenderers
<u>Consultant :</u> STUP Consultancy Pvt. Ltd.	1.3(c) of Instructions to Tenderers
<u>Contractor:</u> The successful tenderer to whom the work is awarded shall become the contractor/Supplier for the execution of the work.	1.3(d) of Instructions to Tenderers
<u>Scope of Work:</u> Supply of Ballast from India to Bangladesh, between Kathakali (Ch.33.00 Km.) to Bagha (50.500 Km.), in connection with construction of Khulna – Mongla Port Rail Link Project in Bangladesh.	1.5 of Instructions to Tenderers
Approximate Estimated Cost of the Work: Rs. 24.51 Crore	1.6 of Instructions to Tenderers
Earnest Money Deposit - 18,25,960.00 (In case EMD is submitted in the form of Pay Order/Demand Draft, the same shall be payable at New Delhi).	1, 8 of NIT & 9.1 of Instructions to Tenderers
<u>Period of Validity of Tender:-</u> 90 days.	18 of NIT & 10.1 of Instructions to Tenderers
<u>Period of Completion:-</u> 7 Months	9.0 of SCC and 1.0 of NIT
Price Variation – Not applicable	11.0 of Special Conditions of Contract

Special Conditions of Contract

SPECIAL CONDITIONS OF CONTRACT

1.0 ORDER OF PRIORITY OF CONTRACT DOCUMENTS:

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

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

2.0 GENERAL INFORMATION

2.1 Bangladesh Railway, has awarded the Contract for the “Construction of Khulna-Mongla Port Rail Line Project under Indian Lines of Credit to Ircon International Limited (IRCON), a Public Sector Undertaking under Ministry of Railways, Government of India.

2.2 IRCON desires to engage a competent and experienced Supplier/Contractor for Exporting Ballast in Bangladesh at the Phultala Station Yard by exporting Ballast to Bangladesh from India.

3.0 SCOPE OF WORK IN THE TENDER

- i) Supply of Railway Track Ballast as per specification from India to Bangladesh of suitable size and of approved quality conforming to Technical specifications given in Tender documents. The Track Ballast, will be supplied and stacked between **Kathakali (30.00 Km) to Bagha (50.50 Km)** in Bangladesh along railway alignment, at designated place. The rate should be including cost of Ballast, All applicable taxes and Royalty in India, Loading at Quarry/ Siding, Insurance & Transportation cost in India, all applicable border taxes (including but not limited

to Custom Duty, VAT, AT, SD, AIT & RD), Transshipment/ Transportation in Bangladesh to destination, all detention/ demurrage charge at Border, Highway Toll Charges, Octroi etc, other applicable taxes in Bangladesh (including but not limited to AIT), cost of unloading and stacking in stacks as per Technical specification and cost of testing the ballast in approved laboratory.

- ii) **The supplier may choose to transport the Ballast by Road, Ship, Railway or combination of these modes of transport, the supply within the contracted time will be mandatory. In case the contractor choose to supply through Railway rakes, the supplier is required to indent Railway rakes in equal proportion from Darshana/Benapole/Rohanpur/Chilahati. Not following instructions of IRCON in this regard shall attract penalty of 10% (Ten percent) amount per Lot of supply. For Transportation by Road or Ship, no such specific border post is mandated.**

3.2 The detailed scope of work covered under this tender also include the following:

3.2.1 *Supplier has to supply and stack Ballast at locations given by IRCON between Kathakali (Km 30.00) to Bagha (Km 50.50) of railway alignment.*

3.2.2 To obtain NOC from the concerned Department in India for the querying of Material and payment of all Royalties/Taxes.

3.2.3 *Submission of Test Reports of Ballast, proposed to be supplied from a source in India, for the Acceptance and Approval of IRCON and Bangladesh Railway before the supply is commenced for each Source as per Specifications laid in IRS-GE 1. The supplier shall be responsible for getting the Test done in Bangladesh Laboratory also to the satisfaction of Bangladesh Railway if so warranted by them.*

3.2.4 Supply of Ballast, including stacking at specified locations as a complete work, from India by Road/Rail/Waterway at the locations provided by IRCON.

3.2.5 It is the responsibility of the Contractor to supply only those Ballast which are fulfilling the requirement as per the technical specifications of Ballast. Any Ballast received at the Site which does not meet the specifications of end product shall not be paid for and shall be removed by the Contractor at his own cost.

3.2.6 Obtaining necessary Permission from concerned Department for Import permit as per IRCON's application.

3.2 The Contractor/Sub-contractor will be required to carry out the work in professional manner as per the Technical Specifications and instructions issued by IRCON/ client and as directed by the Engineer-in-charge.

3.3 The scope mentioned above is only indicative and not exhaustive. The entire

inputs/resources required for supply of Ballast and production of Ballast is included in the scope of the sub-contractor.

3.4 Supplier/Contractor shall be responsible for arranging measurement of Ballast at Starting point of Transportation as well as Stack measurement after proper stacking as per Technical Specification. Payment shall be made on the basis of stack measurement at various locations given by IRCON between Km.33.00 to Km.50.50.

3.5 IRCON's Scope of work

3.5.1 Inspection and measurement of Ballast after stacking at designated location in Bangladesh

3.5.2 If requested by supplier, IRCON may disburse part of Bill in currency of Bangladesh, after measurement and quality acceptance of ballast.

4.0 QUOTED RATES

4.1 The rates are to be quoted in the Schedule of Items & quantities contained in this tender. The quoted rates for the various items shall include the following:

- iii) Cost of all Manpower, Materials, its Transportation, Loading, Insurances in India and Bangladesh, Taxes, Labour, Machinery, Consumable, Fuel and Lubricant etc. complete required for Stacking Ballast **Kathakali (Km 30) to Bagha (Km 50.50)** from the quarry in India.
- iv) Cost of loading of Ballast on supplier's vehicles/Railway Rake, transporting upto sea port /land port, including all Taxes, Royalty, Toll charges, Octroi, etc complete. Cost of unloading, local Bangladesh transportation and stacking of Ballast in Bangladesh.
- v) Cost of Transshipment/Transport with Toll charges, Octroi, Insurance in India & Bangladesh etc. complete. of Ballast from Border/ Port to specified locations of Stacking in Bangladesh.
- vi) Cost towards Customs clearance of the materials (Ballast) at Sea Port/Land Port by a Supplier's Clearing & Forwarding Agent in India and Bangladesh, including **Customs duty (CD), VAT, AIT, SD, ATV & RD etc. (complete) and any applicable Taxes in Bangladesh.**
- vii) Cost of all Tests towards quality control and quality assurance. All costs towards maintenance of Site Records and Quality Records.

- viii) Cost of all Tests and arranging for the inspection of Ballast (pre dispatch) through the inspecting Authority appointed by IRCON/Bangladesh Railway including providing all the facilities to the Inspecting Authority.
 - ix) Cost towards unloading of Ballast from railway Rakes, local transportation and Stacking as per IRS-GE-1 and arranging its measurement by IRCON/ Client.
- 4.2 The rate shall be quoted by the bidders in the Schedule of items and quantities contained in the tender. The quoted rates shall include all that has been covered under the scope of work and in Schedule of items and quantities or elsewhere in this Tender Document along with all such works of temporary / permanent nature which are necessary for successful completion of Work as per specifications and as directed by the Engineer-in-charge.
- 4.3 Currency for quoting rates: **The rates shall be quoted in US\$ (US DOLLAR) or Indian Rupees.**

5.0 EXPORT BENEFITS:

Since the supplies under the above tender are to be made for the works in a foreign country, the supplier/Contractor will not charge any Excise Duty, Sales Tax/VAT for the supplies made by the firm (i.e. All Export benefit in India will be available with Supplier/Contractor). IRCON will not take any liability for not charging the above. The supplier/contractor is advised to take into consideration above benefits and quote his rates accordingly. There shall be no liability on IRCON, in case the Supplier/Contractor is not able to avail any such benefits. The supplier/Contractor shall be responsible for required documentation for aforesaid benefits

6.0 MOBILISATION ADVANCE

Not applicable

7.0 REGISTRATION WITH LOCAL AUTHORITIES & TAXATION

7.1 The quoted rates should be inclusive of the applicable Taxes in India and Bangladesh. Tax deduction at source as per the applicable rules in India and Bangladesh shall be made from the payment to the Supplier/Contractor for which necessary TDS certificates shall be issued by IRCON. However, **Customs duty (CD), VAT, AIT, SD, ATV & RD as per Bangladesh Laws** on the border at Bangladesh side or at a sea Port of Bangladesh or at a Railway station yard in Bangladesh shall be **paid by Supplier.**

7.2 The Supplier/Contractor will be responsible for payment of proper Royalty, for the entire

quantity of Ballast Exported from India, to the concerned Department and submit the Receipt (Transportation challan and E-Bill) of the same in original to IRCON. In case of any default, IRCON reserves the right to deduct/withhold the Royalty (at applicable rates, normal or with admissible penalty) from the dues of the Contractor to deposit the same with the concerned Department.

8.0 Measurement and PAYMENT TERMS

8.1 Measurement: Measurement of volume of ballast will be done jointly in presence of Supplier's representative and Stack measurement so measured will be reckoned for payment at accepted rate.

8.2 STAGE PAYMENT: The payment shall be made in US\$/INR, through Letter of Credit/ Electronic Transfer as under:

8.1.1 Payment for Breakup at -A (Supply of Ballast).

Payment for Part – A shall be through Line of Credit, wherein LC Opening charges to be borne by Supplier including any cost towards amendments in LC. Part A payment will be provisional payment only, as per quantity declared in Packing/Invoice, and will be adjustable from accepted rate subsequently when measurement is done as per clause 8.1 above.

- a. 80% (Eighty Percent) Payment of Breakup A of BOQ shall be paid on submission of Invoice (showing Consignee and the breakup of CIF cost) with original Consignment Note/Bill of Lading-Shipping/Indian Rail Receipt, Insurance Certificate, Packing list/Challan (giving description of Ballast in Cum and its weight in MT.), and Certificate of Measurement at Railway Rake/Truck-Lorry/Ship.
- b. 20% (Twenty Percent) Payment shall be made after Rake/Ship reaches Dry/Water Port in Bangladesh.

8.1.2 Payment for Breakup at -B.

Payment for Part – B shall be through Electronic transfer.

- a- 40% (Forty Percent) Payment of Breakup B of BOQ shall be paid on submission of Export Clearance Documents, Receipt of Payment of Duties at Bangladesh Dry Port/Mongla Port at Bangladesh Port.
- b- 40% (Forty Percent) Payment of Breakup B shall be paid on submission of Bangladesh Rail Receipt/ Bangladesh Lorry Receipts, so as to prove local Transportation has started in Bangladesh from Dry Port/Water Port towards specified locations.
- c- 20% (Twenty Percent) Payment of Breakup B shall be paid after Stacking of Ballast Material at the desired location in desired profile and height as per IRS-GE-1.

NOTE:

- i- Ballast should be free from any type of loose soil and dust. Any theft or transit loss Ballast should be free from any type of loose soil, dust and overburden. Any theft or transit loss shall be on Suppliers part and shall be recovered if already paid in Schedule A of BOQ. Supplier shall ensure Transit Insurance for India as well as Bangladesh and it should cover all these losses but not limited to this only.

- ii- Quality of Ballast supplied shall be tested as per Technical Specification laid for Railway Track Ballast. If any test Result Fails, all Payment towards that particular Lot of supply shall be deducted.
- iii- Material shall be Consigned in the name of IRCON INTERNATIONAL LIMITED, House No 411, Road No 4, Sonadanga R/a, Phase-2, Khulna-9100, Bangladesh and notify party as Project Director/ General Manager (Project), Construction of Khulna-Mongla Port Rail Line Project, Bangladesh Railway, Kamlapur, Dhaka.

8.2 Submission of documents:

8.2.1 Submissions for documents for Schedule – A for payment through Letter of Credit are as under:

- i) Three manually signed Invoice certifying that the value is true and correct, showing Cost & Consigned in the name of IRCON INTERNATIONAL LIMITED, House No 411, Road No 4, Sonadanga R/a, Phase-2, Khulna-9100 – Bangladesh and notify party as Project Director/ General Manager (Project), Construction of Khulna-Mongla Port Rail Line Project, Bangladesh Railway, Kamlapur, Dhaka.
- ii) Three sets of detailed Packing List/ Challan, giving description of Ballast loaded in Truck/Railway Wagon/Ship, Volume of Ballast in Cum.
- iii) Three copies of Indian Rail Receipt consignment note/ Truck-Lorry Receipt, Bill of Lading marked “Shipped on Board” and “Freight Prepaid”.
- i) Three copies of Certificate of Origin authenticated by Chamber of Commerce.
- ii) Copy of Insurance Policy in India and Bangladesh.
- iii) Test Report for Ballast for each Consignment or as per Technical Specifications of Track Ballast.

As soon as the above documents are available, will be sent by the Supplier to the Supplier nominated C & F Agent at the Indo-Bangla border/port in Bangladesh. The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the supplier will be responsible for any consequent expenses. One Set of Document is submitted to New Delhi Office and One Set of document is couriered to Bangladesh Office including the original Custom invoice.

8.2.2 Submissions for documents for Schedule – B for payment through Electronic Transfer are as under:

- i- Original Invoice, Consignment Note/Bill of lading/Railway Receipt of Indian & Bangladesh, Insurance Certificate in India and Bangladesh, Certificate of Origin and Packing list/Challan, Final Measurement Certificate of Ballast Stacks at Project Site.

9.0 COMPLETION PERIOD/DELIVERY SCHEDULE

9.1 The entire quantity of Ballast shall be supplied in a period of 7 (Seven) Months from date of LOA.

10.0 INSURANCE COVERAGE (Refer GCC Cl. No. 9)

The Contractor/Supplier shall be responsible for ensuring appropriate Transit Insurance coverage for the Material/Vehicles and Personnel engaged in Transportation of Ballast in India as well as Bangladesh portion. There shall be no liability on IRCON towards the same.

11.0 PRICE VARIATION

The quoted prices shall remain firm till the completion of works. There shall be no variation in accepted prices for whatsoever reasons.

12.0 PERFORMANCE SECURITY AND RETENTION MONEY

(Refer clause No. 8.0 of GCC). However, Performance Bank Guarantee can be Submitted either in USD or INR. However, PBG in INR shall be of Equivalent amount in USD as per conversion rate in Clause 18.3 of ITT.

13.0 SAFETY STANDARDS (refer Clause No. 23 & 24 of GCC)

The contractor is required to follow the safety standards as prescribed for such works and as directed by IRCON during the supply of Ballast. All the personnel engaged on the work shall be provided with Personnel Protective Equipment (PPE) such as helmets, safety shoes, waist-glow jackets, safety belt, safety goggles, safety net etc.

14.0 LIQUIDATED DAMAGES

In case of delay in achievement of the quantities as per completion period of 7 Months. The recovery on account of compensation for delay shall be limited to 5% of the contract value of the works, as the case may be. Formula for recovery shall be as follows;

Amount of Recovery = 0.5% x Time in Week x Quantity Shortfall in Ballast Supply

Note: Time in Weeks shall be reckoned from the end date of Contract Period (Seven Months).

11.0 DISPUTE RESOLUTION AND JURISDICTION OF COURTS

The Jurisdiction of courts for dispute resolution will be New Delhi, India.

12.0 Annexure to SCC – Attached Separately

STATEMENT OF DEVIATION

STATEMENT OF DEVIATION

S. No	Section/ Clause ref.	Details of deviation	Remarks explaining the deviation and why it may be considered by the Employer

We hereby declare that the cost of the withdrawal of each and every conditions as stated above has been given by us in the statement of deviations contained in the financial bid.

Signature & Stamp of Tenderer

ANNEXURE-VIII

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

Format for Bid Security Declaration

(Tender Notice No. and date)

To

IRCON INTERNATIONAL LIMITED,

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

WHEREAS, I/We, _____ [name of Bidder] (hereinafter called "the Bidder") 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 sever financial crunch on account of slowdown in Economy due to pandemic.

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

- i- If I/we withdraw or modify my/our bid during the bid validity period (including extended validity of Tender) specified in the Tender Document.
- ii- 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 Document.
- iii- If I/we furnish any incorrect or false statement/information/document.
- iv- If I/we hide any relevant information or do not disclose any material fact in the Tender;

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.

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF FIRM

NAME OF AUTHORIZED REPRESENTATIVE:

NAME OF FIRM:

DATE:

**TECHNICAL SPECIFICATIONS
(Attached Separately)**

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