

Expression of Interest (EOI)
For
Engagement
of
EPCM (ENGINEERING, PROCUREMENT AND CONSTRUCTION
MANAGEMENT) AGENCY
for
Implementation of an Integrated Cargo Management
System
at
ODISHA SAND COMPLEX (OSCOM)



IREL(India)Limited
OSCOM

Schedule of Bidding Process

IREL shall endeavor to adhere to the following schedule:

Sl. No.	Event Description	Date(Approx time from last event)
1.	Date of issue of EOI	04.08.2025
2.	Last date for receiving Pre-Bid queries	11.08.2025
3.	Date and Time for Pre-Bid Meeting (VC/offline)	11.08.2025, 3.00PM
4.	Site Visit Schedule	Upto 11.08.2025 (3.00 PM)
5.	Bid Due Date & Time	25.08.2025, 2.00PM
6.	Opening of EOI	26-08-2025, 2.30 PM
7.	Intimation to the Technically Qualified Bidders for Financial Bid	To be declared later
8.	Opening of Financial Bids (Stage-2)	To be declared later
9.	Declaration of Successful Bidder (Stage-2)	To be declared later
10.	Issuance of Letter of Intent (LoI)/contract (Stage-2)	To be declared later

Note: Price bid of technically qualified bidder will have to submit in stage 2 through Gem Portal. All bidders are participating in this EOI should ensure that they are registered on GeM portal under the category "Hiring of consultant".

DISCLAIMER

The information contained in this Expression of interest document (the "EOI") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of IREL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided. The information provided is only for the information and reference of the Bidders.

This EOI is not an agreement and is neither an offer by IREL to the prospective Bidder(s) or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their bid for participation in this EOI. This EOI includes statements, which reflect various assumptions and assessments arrived at by IREL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This EOI may not be appropriate for all persons, and it is not possible for IREL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in this EOI may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources.

Information provided in this EOI to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IREL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

IREL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way with qualification of Bidders for participation in the Bidding Process. IREL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this EOI. IREL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI.

The issue of this EOI does not imply that IREL is bound to select and short-list qualified Bids for Price Bid stage or to appoint the Selected Bidder for the Project, and IREL reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by IREL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and IREL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process

Table of Contents

Schedule of Bidding Process	1
DISCLAIMER.....	2
DEFINITIONS	7
1 Introduction	11
Background	11
Objective	11
Tender Details.....	11
Brief description of Bidding Process	12
2 Instructions to Bidders	15
General Instructions to Bidders for Participating in E-Tendering Event through CPPP	16
Conditions of Eligibility of Bidders.....	17
Pre-Qualification Criteria	20
Conflict of Interest.....	21
Site Visit	22
Pre-Bid Conference	23
Queries and Clarifications	23
Amendment of the PROPOSAL	24
Cost of Bid and PROPOSAL Document	24
Right to accept/rejection of Bids	24
Fraud and corrupt practices.....	25
Ethics in Tendering and Other Business Dealings	26
Tender/PROPOSAL Documents.....	26
3 Preparation and submission of Bids.....	27
Earnest Money Deposit (EMD)/Bid Security	27
Structure of Bids	27
Late submission of Bid.....	28
Modification/substitution of Bids.....	28
Confidentiality.....	28
4 Criteria for Qualification of Bidders and Evaluation Process	29
Opening and evaluation of Pre-Qualification Documents.....	29
Test of responsiveness	30

	Calculation of Technical Score.....	30
	Proposed methodology	32
	Evaluation of financial bid	33
5	Miscellaneous	35
	Jurisdiction	35
	General.....	35
	Proprietary data	36
	Contacts during Bid Evaluation	36
	Correspondence with the Bidder.....	36
	Insurance.....	36
	Subcontracting and Assignment	36
	Sole Contract.....	37
	Substitution of Key Personnel	37
	Personnel Payment Responsibility.....	37
	Language & System of Measurements.....	38
	Appendix 1 PRE-QUALIFICATION DOCUMENTS.....	40
	Appendix 2 CHECKLIST OF DOCUMENTS TO BE PROVIDED BY THE BIDDER	46
	Appendix 3 POWER OF ATTORNEY FOR SIGNING OF BID	47
	Appendix 4 SECRECY AGREEMENT.....	49
	Appendix 5 UNDERTAKING BY THE BIDDER	52
	Appendix 6 TECHNO-COMMERCIAL PROPOSAL	53
	Appendix 7 Deleted	
	Appendix 8 FORMAT FOR BANK GUARANTEE FOR BID SECURITY	62
	Appendix 9 SITE VISIT REQUEST FORM.....	64
	Appendix 10 FORMAT FOR SITE VISIT CERTIFICATE.....	66
	Appendix 11 SCOPE OF WORK & SERVICES.....	67
	As-Is	67
	Challenges/Area's to improve.....	68
	Scope of work	69
	Scope of Services	77
	Appendix 12 DURATION AND DELIVERABLES	79
	Duration of Work.....	79
	Deliverables.....	79
	Appendix 13 Summary of Concurrent Commitments	81

Appendix 14 DRAFT AGREEMENT.....	82
Article 1 Duration of Agreement.....	84
Article 2 Security Deposit	84
Article 3 Performance Bank Guarantee.....	85
Article 4 Payment Milestone	87
Article 5 Completion of Project	88
Article 6 Billing and Payment	89
Article 7 Penalties & Damages	90
Article 8 Indemnity	91
Article 9 Force Majeure.....	91
Article 10 Breach of Terms, Suspension and Termination	91
Article 11 Resolution of Disputes	92
Article 12 Conditions Precedent	97
Article 13 Risk Purchase Clause	97
Article 14 Inspection, Testing & Rejection.....	98
Article 15 Final Acceptance.....	98
Article 16 Declaration of the EPCM Agency	99
Article 17 Obligations of the Agency	99
Article 18 Obligations of IREL	101
Article 19 Ownership of Materials and Products	101
Article 20 Copyright and Intellectual Property Rights	101
Article 21 Governing Laws	102
ANNEXURE	103
Annexure I – BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT	104
AnnexureII – BANK GUARANTEE FORMAT FOR PERFORMANCE GUARANTEE	106
Annexure III –SITE DETAILS.....	108

INVITATION TO EOI

IREL (India) Limited (IREL) invites online proposals for short listing agencies to enable their participation in the bidding process for Engagement of Engineering Procurement and Construction Management Consultant For Implementation of an Integrated Cargo Management System at OSCOM.

1. The EOI document contains the following:
 - (i) Introduction
 - (ii) Instructions to Bidders
 - (iii) Preparation and submission of Bids
 - (iv) Appendix 1 to 14
 - (v) Articles 1 to 21
 - (vi) Annexure 1 to 3
2. Bidders to please note that all the documents called for in EOI is to be uploaded electronically.
3. All other terms and conditions, time schedule, validity of bids and instruction to bidders etc. are contained in the EOI.
4. Issuance of EOI Documents will not be construed to mean that the bidders would be automatically considered.
5. IREL assumes no responsibility for delay, loss or non-receipt of EOI documents or any letter sent by post either way.

Yours truly,
For IREL (India) Limited

DGM-T (Purchase)

DEFINITIONS

"Agreement" shall mean, this Agreement between IREL and the Agency duly signed by both for undertaking engineering, procurement, construction and commissioning activities for Integrated Cargo Management System, as may be amended, modified or supplemented from time to time;

"Applicable Law" shall mean all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision, or determination, or any interpretation or adjudication having the force of law in India;

"Construction" includes, unless the context otherwise requires, survey and investigation (if required), engineering, procurement, materials, equipment, labour, delivery, transportation, installation, processing, fabrication, testing, and commissioning of the Project, including maintenance during the Construction Period, removing of defects, if any, and other activities incidental to the Construction and **"construct"** shall be construed accordingly;

"Dimensions" shall mean the dimension as per metric system.

"Defect" means any defect or deficiency in Construction of the Works or any part thereof, which does not conform with the Specifications and Standards.

"Liability Period" means the period of validity of the warranties given by the Agency commencing from the date of issuance of Final Acceptance Certificate of the Project, during which the Agency is responsible for defects with respect to the Work packages as detailed in Article 7 thereof.

"Drawings" means all of the drawings, calculations and documents pertaining to the Works of the Project as set forth in Section 11.3, and shall include 'as built' drawings of the Project as well;

"Detailed Project Report (DPR)" as further established in Clause 17.9 refers to a document containing planning assumptions, scope, implementation methodology, cost, and schedule baselines in such details so as to guide/facilitate both project execution and project control, without any further study.

"Effective Date" shall mean the date of signing of Agreement;

"Final Acceptance Certificate" shall mean the certificate issued by IREL as per Article 15.

"Financial Year" shall refer to the Indian financial year commencing April 1st and ending on the following March 31st or as notified and amended by the Government of India. It shall refer to a fiscal year or the accounting period of 12 months;

"Good Industry Practice" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced agency engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in performance of its obligations by the Agency in accordance with this Agreement,

Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

"Governmental Approval" shall mean all permits, licenses, authorizations, consents, clearances, decrees, waivers, privileges, no-objection certificate or approvals from and the Government of India and/or the Government of Odisha or the respective nodal agencies necessary for implementation of the project.

"GOI" or "Government" shall mean the Government of India including any and / or all ministries thereof and /or departments thereof having duly constituted authorities to grant approvals under any applicable statutes, rules and regulations enforced from time to time;

"Implementation Plan" shall cover but will not be limited to key tasks to be undertaken, Annexure of these tasks, associated costs, responsibility allocation, monitoring mechanism, etc. for executing the Scope of the Work as per Appendix 11 of this Agreement.

"Intellectual Property" means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programs and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

"Letter of Intent" or "LOI" means based on the offer of Bidder, IREL issues its acceptance to the said offer requesting Selected Bidder to sign the Agreement.

"Material" are all the supplies used by the Agency or any sub-contractors for Construction and Commissioning of the work packages as mentioned in the agreement, under Supervision of the Agency ;

"Metric tonne" or "t" for the purpose of this Agreement shall be used for the weighing.

"Parties" shall mean the parties to this Agreement collectively and **"Party"** shall mean any of the parties to this Agreement individually;

"Project" shall refer to the work packages to be implemented for the Integrated Cargo Management System, as further described in Appendix 11 ;

"Project Milestone" means the project milestone as set forth under the agreement as further described in Appendix 12 .

"Scope of Work" or "Scope of the Project" shall mean the work specified in Appendix 11 , of the Agreement and shall include all the activities towards design, engineering, procurement, construction and commissioning activities of the work packages.

"Performance Bank Guarantee" shall have the meaning set forth in Article 3;

"Site" of the Project shall include the land, buildings, structures, road works, etc., as described in the PROPOSAL and this agreement.

"Termination Notice" means a communication in writing by a Party to the other Party regarding Termination in accordance with the applicable provisions of this Agreement;

"Third Party" means any person or entity other than IREL or the Agency.

"Time" shall be reckoned by months, day, and hours. Month being equivalent to the calendar month according to the Gregorian calendar. The day or days unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each;

"Works" shall mean engineering, procurement, fabrication, inspection, transportation, insurance, storage, handling, removal of debris, construction, installation, erection, testing, commissioning, and demonstration of guarantee of any construction, equipment and associated facilities in relation to the work packages of the project to be undertaken by the Agency. It will also include other necessary works in relation to project including establishment of infrastructural facilities, development activities and all other related, incidental and ancillary works, which are to be undertaken by the Agency under this Agreement.

"FEED" shall refer to Front-End Engineering Design which is the initial phase of engineering and design in a project, encompassing the critical activities involved in including, determining design and engineering parameters, technical specifications, preliminary cost estimates, and a basic project plan. FEED serves to establish the foundational framework for project planning, enabling informed decisions regarding project feasibility and viability.

"Agency" refers specifically to the Engineering, Procurement, Construction, and Management (EPCM) agency engaged by IREL for the provision of services as outlined within this agreement.

"EPCM" or the Engineering, Procurement, Construction, and Management refers to a comprehensive consultancy and project management service that includes the design, procurement, construction, and overall management of the project, ensuring its successful planning and execution in accordance with the specified requirements.

"Owner" refers specifically to the party responsible for issuing and overseeing this agreement, namely Indian Rare Earths Limited (IREL).

"Work Packages" refer to distinct segments or components of the agency's scope of work and services. These segments encompass the design, development, implementation, and management of specific systems and solutions, including RFID-based vehicle tracking, advanced traffic management, personnel tracking, and the implementation of efficient loading systems for both bagged and bulk products along with an integrated reporting dashboard. Additionally, Work Packages encompass all services as delineated in Appendix 11 and any other tasks that fall within the purview of the agency's responsibilities under this agreement.

"Similar work areas" refer to EPCM consultancy services involving design, layout preparation, specification development, and project supervision in projects across 6 domains, as established in Clause 2.3.1.1.

"Contractor" refers to the individual, entity, firm, unincorporated association, joint venture, partnership, or corporation that has entered into an agreement with IREL or the EPCM agency in connection with any aspect of the project, and whose activities are conducted under the agency's supervision. For the purposes of this tender, the terms "Contractor" and "Subcontractor" are used interchangeably.

"TOR" refers to Terms of Reference which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Agency, and expected results and deliverables of the Assignment.

"Public Entity" refers to an entity primarily owned, funded, or being managed by the national

or state government, largely serving the public interest or providing public services.

"Ton" or **"Tonne"** or **"tonne"** shall mean a metric tonne (1,000 kilogram);

1.Introduction

1.1 Background

IREL (India) Limited (the “IREL”), a Mini-Ratna Category-I company, is a public sector enterprise of the Government of India under the administrative control of the Department of Atomic Energy. The company is engaged in mining and separation of mineral sands and produces different rare earth compounds. The operating units of the company are located at Chavara, Kerala; Manavalakurichi, Tamil Nadu; Chatrapur, Odisha and Aluva, Kerala. The corporate office is located at Mumbai.

1.2 Objective

IREL aims to improve the plant operational efficiency and data visualization for performance tracking. In view of the same, IREL intends to implement an Integrated Cargo Management System which encompasses: -

- RFID-based Vehicle Traffic Management System,
- Smart CCTV Based Monitoring System,
- Bar-coding system with Quality information for bagged products,
- RFID based ID cards for personnel movement tracking,
- Man-less truck loading solutions.
- Integrated Reporting Dashboard

For facilitating planning and implementation of the solutions, IREL intends to select an EPCM agency to undertake Design, preparation of layout and other specifications, preparation of terms of reference for development works along with the supervision of the project.

1.3 EOI Details

EOI NO. IREL/2025_IREL_243769_1		
1.	Name of Work	EOI for Engagement of EPCM Agency to undertake Implementation of an Integrated Cargo Management System at OSCOM, Odisha
2.	Type of Tender	EOI/Public
3.	Tendering Mode: CPPP	Two Stage <ul style="list-style-type: none">○ PQC cum Techno-Commercial Bid○ Financial Bid
4.	Earnest Money Deposit / Bid Security	2,80,000 /-
5.	Security Deposit	5% of the Agreement Value

6.	Cost of Tender Documents	1,500 (One Thousand Five Hundred) (In case bidders download the Tender document from the website then no need to pay the cost)
7.	Performance Guarantee	10% of the Agreement Value
8.	Duration of Contract	30 Months

Brief Scope of Work & Services

The agency's broad scope of work encompasses the design and implementation of an RFID system for real-time vehicle tracking, the introduction of an advanced traffic management system, and the development of an RFID-based personnel tracking system for drivers and helpers within the premises. Furthermore, the agency is tasked with designing a Direct Truck Loading System for loose products and optimizing the barcoding process for bagged products, all while ensuring that all loading operations (both for bagged and bulk products) occur outside the warehouse to uphold inventory confidentiality.

The agency shall visit facilities, provide designs, recommend vendors/Contractors, and strive to enhance and modernize various operational aspects of the facility. The brief of the scope of services of the Agency are as following:

1.3.1 Engineering

Undertake the Front-End Engineering and Design (FEED) for the various work packages and design the system architecture for the software components. Ensure compliance with safety standards, regulations, and operational objectives. Collaborate with stakeholders to gather input and incorporate feedback into design iterations.

- The agency shall provide detailed design, drawings, BOQs, project cost estimates with mechanism of estimation.
- Agency shall submit DPR based on the above exercises
- Finalization of vendor through bidding for each work package.
- Supervision and implementation and Performance Test.
- Training and Support

Ensure compliance with safety standards, regulations, and operational objectives. Collaborate with stakeholders to gather input and incorporate feedback into design iterations.

1.3.2 Tendering Services

- Facilitate the tendering process by preparing and finalizing pre-qualification parameters for all the tenders to be floated to carry out the work packages.
- Evaluate received bids and provide recommendations for vendor/contractor selection.

- Ensure that procurement procedures are transparent, fair, and in line with regulations.

1.3.3 Procurement Services

- Provide procurement services to ensure timely acquisition of equipment, materials, and services as per project requirements.
- Collaborate with vendors/contractors to ensure quality and timely delivery of procured items.

1.3.4 Project Management and Monitoring

- Implement effective project management practices, including project planning, resource allocation, and risk management.
- Regularly monitor project progress and ensure alignment with established timelines and objectives. Oversee the construction process, including site activities, progress tracking, and quality control.
- Maintain open communication with stakeholders to address any potential challenges or deviations. Coordinate multiple contractors and subcontractors to ensure seamless project execution.
- Manage resources, scheduling, and risk mitigation to meet project milestones.
- Verify the drawings submitted by the Contractors engaged for the Project and certify the bill/invoices of the contractors engaged for the Project as Owner's Engineer

1.3.5 Commissioning, Start-Up Assistance, and PG Test

- Develop a comprehensive commissioning plan, including testing and validation of all systems.
- Provide support during the start-up phase to ensure a smooth transition from construction to operation.
- Facilitate performance guarantee (PG) testing to validate system functionality and efficiency.

1.3.6 Documentation

- Prepare and maintain comprehensive project documentation, including reports, drawings as built, and records.
- Ensure documentation complies with industry standards and project requirements.

1.3.7 Project Closure

- Facilitate the orderly closure of the project, ensuring all deliverables are completed and handed over. Conduct a project review to verify project performance against objectives and submit a report.

1.4 Brief description of Bidding Process

1.4.1 Bidders are allowed to participate in the bidding process as a single entity only.

1.4.2 Consortium/ Joint Venture with any other party is not allowed.

1.4.3 IREL will examine and evaluate the Bids (pre-qualification application) in accordance with the provisions set out in this EOI. Bidders are advised that empanelment of Bidders will be entirely at the discretion of IREL.

1.4.4 Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given. IREL may seek clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents.

Any information contained in the Bid shall not in any way be construed as binding on IREL, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

- a. IREL reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- b. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, IREL may, in its sole discretion, exclude the relevant project of the Bidder.
- c. IREL reserves the right to reject any non-responsive Empanelment Bid and no request for alteration, modification or substitution shall be entertained by IREL in respect of such Bid.

STAGE - I: SHORTLISTING (On the Basis of PQ)

In case the Bids are not found as per the PQ, IREL shall have the right to declare the Bid as non-responsive and the Bid shall not be considered for further evaluation. The following conditions shall be adhered to while submitting a Bid:

1. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
2. Information supplied by a Bidder must apply to the Bidder or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms.

PRE-QUALIFICATION BID DOCUMENTS

At the end of this part, the Bidders who are shortlisted (the “**Shortlisted Bidders**”) will enter the next stage of the Bidding Process (the “**Selection Stage**”).

- a) All documentary proof for the above-mentioned Annexes as mentioned in the EOI.
- b) Any other document as mentioned elsewhere in the EOI.

1.4.5 STAGE II: Price Bid on the Basis of PQ Qualified Bidders:

Post Shortlisting stage, IREL will request shortlisted bidders to submit their respective price bids through a separate e-tendering event through GeM.

1.4.6 Price Bid

The Shortlisted Bidders after technical evaluation shall submit the Price Bid as per the format (will be provided after technical evaluation stage) clearly indicating the total cost of the Work in both figures and words and signed by the Bidder’s Authorized Representative

IREL shall receive the Bids pursuant to this EOI in accordance with the terms set forth herein as modified, altered, amended, and clarified from time to time by IREL. All Pre-Qualification Documents, Techno-commercial shall be prepared and submitted in accordance

with such terms on or before the date specified for submission in accordance with this EOI.

- 1.4.7 The Selected Bidder (the **"EPCM Agency"**) shall be responsible for undertaking design, layout, preparing specifications and supervision of the project in accordance with the provisions of an agreement (the **"Agreement"**) to be entered into between the EPCM Agency and IREL in the form provided by IREL as part of the Bidding Documents pursuant hereto. The Agreement sets forth the detailed terms and conditions for the Project, including the scope of the services.

2. Instructions to Bidders

2.1 General Instructions to Bidders for Participating in E-Tendering Event through CPPP

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) The bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

Contact person of IREL (India) Limited, (OSCOM Unit)

A) Commercial Persons

Name	email-id	Landline No.	Mobile No.
Shri S K Pandey, DGM-T(Purchase)	purchase-os@irel.co.in	06811-257890- 95 Extn 350	+91 9604831614
Smt. S K Sinha, Manager-T(Purchase)	purchase1-os@irel.co.in	06811-257890- 95 Extn 299	+91 7978132875

b) Technical Persons

Name	email-id	Landline No.	Mobile No.
Shri Shashwat kumar	marketing-os@irel.co.in	—	+91 7008392578

NB:

- *Bidders may please note that they are required to upload all the documents as called for in the tender document in order to enable them to be eligible for selection of prospective bidders.*

2.2 Conditions of Eligibility of Bidders

The Bidders must carefully read the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein and shall submit the Pre-Qualification Documents for providing proof of satisfying the same. Bids of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation. For determining the eligibility of Bidders, the following shall apply:

- 2.2.1 To be eligible for evaluation of its Bid, the Bidder should be a Company registered in India under Indian Companies Act 2013/ 1956.
- 2.2.2 The bidder should meet the Technical & Financial Pre-qualification Criteria as mentioned in clause 2.3.
- 2.2.3 The Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest as established in clause 2.4 shall be disqualified.
- 2.2.4 Any entity that has been barred by the Central/ State Government in India, or any entity controlled by it, from participating in any project, and the bar subsists as on the Bid Due Date, would not be eligible to submit the Bid.
 - (i) A Bidder in the last 3(three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case maybe, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder.
 - (ii) Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this clause is such that it does not reflect: (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to IREL for seeking a waiver from the disqualification hereunder and IREL may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.3 Pre-Qualification Criteria

2.3.1 The Bidder should meet the following Pre-Qualifying Criteria (PQC):

	Basic requirement	Specific requirement	Documents required (As applicable)
1	Legal entity	The bidder should be a Proprietor or Partnership firm or Company registered in India under Indian Companies Act 2013 or a Limited Liability Partnership under the Limited Liability Partnership Act of India, 2008 at least since last 5 years as on bid opening date.	<ul style="list-style-type: none"> • Certificates of incorporation • Partnership deed or other Relevant documents towards LLP justification • GSTIN Certificate
2	Technical Capability/ Work Experience	<p>The Bidder should have successfully executed in the last 7 years preceding to bid opening date, similar services with service value not less than</p> <p>i) Rs.1.32 Crore for execution of one project or</p> <p>ii) Rs. 82.6 lakhs for execution of each of two projects or</p> <p>iii) Rs.66 lakhs execution of each of three projects</p> <p>for any GOI/ CPSUs / Central Govt. Dept./ State Govt./ Semi- Govt./ Autonomous bodies or private organizations.</p> <p>“Similar services” refer to project management consultancy services involving:</p> <p>a) Integration of Industry 4.0 solutions, including the deployment of sensors, software, tracking solutions, and related innovations. Or</p> <p>b) Implementation of digitalization in factories, industries, and commercial spaces using cutting-edge technologies such as RFID and Smart CCTVs. Or</p> <p>c) Strategic planning of logistics solutions for mining, construction, and manufacturing sectors, including bulk logistics. Or</p> <p>d) Installation of bulk material loading solutions in industries such as mining, construction, and manufacturing. Or</p> <p>e) Deployment of digitalization and smart solutions to enhance logistics management effectiveness. Or</p> <p>f) IT/ ITS/ ICT/ ITeS agency/ TPA (Third</p>	<p>Copies of Work order along with copies of completion certificate(s)</p> <p>OR</p> <p>Completion certificate indicating the details called for in the PQ.</p> <p>OR</p> <p>The bidder may submit certificate(s) from practicing chartered accountants stating the payments received and works completed, as the case may be, along with declaration on the letter head of the Bidder in respect of the projects specified in Pre-Qualification Criteria.</p>

		<p>party auditor) as prime or consortium partner for smart cities/ Industrial Townships/ Industrial complex (Mines/ Plant)/ State or national level technology deployment.</p> <p>Or</p> <p>g) Project Management Consultancy which includes tender floating, Comparison analysis, Suggesting vendor services on eligible criteria, providing deputing engineer on site, Quality assurance, Quality Control.</p>	
3	Financial Capability (Turnover)	<p>(a) The Bidder should have an average Annual turnover of at least Rs. 42 Lakhs (Rupees Forty two Lakhs) in last 3 financial years. (i.e. 2023-24 , 2022-23, 2021-22,)</p> <p>(b)The net worth of bidder must be positive</p>	<p>A certificate duly signed by Chartered Accountant or Statutory auditor of the bidder clearly mentioning the annual turnover of the bidder.</p> <ul style="list-style-type: none"> • Extracts from the audited balance sheet and Profit& Loss Account; and/or • Certificate from practicing Chartered Accountant <p>Alternatively, bidder has to submit certificate from showing credit limit from any nationalized bank</p>
4	Compliance with Concurrent Commitment Conditions	<p>The bidder has to submit complete list of concurrent commitments on all jobs under execution by them, as per format given below, which will be taken into account to assess the spare capacity available with the bidder. If the annualized concurrent commitments of the bidder plus annualized estimated value of the work exceeds four times the average annual financial turnover during the last three financial years of the bidder, then the bid of such a bidder shall not be considered for further evaluation. Concurrent commitment of the bidder shall be evaluated as on the last day of the Month previous to bid due date, based on the confirmation/declaration of the bidders that they have disclosed all works being executed by them. Bidders shall exclude all stalled project for which there is no progress in last one year giving reason for no progress considering above cut-off date. In case any adverse report/complaint are received against bidder and on enquiry found correct, offer shall be rejected and</p>	<p>Bidder should upload the detail as per below table.</p>

		bidder shall be liable for appropriate legal action. Total of all balance value plus estimated bid value should be less than (Average financial turnover * 4)	
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Concurrent Commitment format:

SI no	Organization	Name of work	Value of contract	Value executed till last month	Balance value to be executed
1					
2					
3					
Total of all balance value					
Average financial turnover (last 3 financial years)					

- 2.3.1.1 For the Technical Capability/ Work Experience requirements, in case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support the claim for the share in work done for that particular job/ contract by producing the consortium agreement indicating the scope of work of the Bidder in that specific job, its role, responsibility and share in the total assignment value in such contract.

2.4 Conflict of Interest

- 2.4.1 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, IREL shall be entitled to forfeit and appropriate the Bid Security or Security Deposit, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by IREL and not by way of penalty for, inter alia, the time, cost and effort of IREL, including consideration of such Bidder's Bid (the "Damages"), without prejudice to any other right or remedy that may be available to IREL under the Bidding Documents and/ or the Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, unless specifically permitted elsewhere in the EOI documents, if:
- a. the Bidder, or its Associate (or any constituent thereof), and any other Bidder, or its any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder or Associate, as the case may be) in the other Bidder or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
 - b. such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or any Associate thereof; or

- c. such Bidder has the same legal representative for purposes of this Bid as any proposal for selection of EPCM Agency for implementation of Integrated Cargo Management System at OSCOM, Odisha on EPCM Basis other Bidder; or
- d. such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- e. such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

2.4.2 For purposes of this EOI, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.4.3 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of IREL in relation to the Project is engaged by the Bidder, or its Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the issuance of the LOI or execution of the Agreement. In the event any such adviser is engaged by the Selected Bidder or Agency, as the case may be, after issue of the LOI or execution of the Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOI or the Agreement and without prejudice to any other right or remedy of IREL, including the forfeiture and appropriation of the Bid Security or Security Deposit, as the case may be, which IREL may have there under or otherwise, the LOI or the Agreement, as the case may be, shall be liable to be terminated without IREL being liable in any manner whatsoever to the Selected Bidder or Agency for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, or its Associate in the past, but its assignment expired or was terminated prior to the date of issuance of EOI. Moreover, this disqualification shall not apply where such adviser is engaged by the Bidder, or its Associate in any work not related to the Project; the Bidder or Selected Party or Agency will however keep IREL informed in any such case(s). This disqualification will not apply where such adviser is engaged by the Agency after a period of 6 (six) months from the date of LOI of the Project or by the unsuccessful Bidders after the issuance of LOI to the Selected Bidder.

2.4.4 The bidder is required to submit Form 1 of Appendix 6 as the declaration of not having any Conflict of Interest.

2.5 Site Visit

2.5.1 Bidders are required to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling

and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

- 2.5.2 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project.
- 2.5.3 Interested Bidders may send a request to IREL for site visit at least 03 days prior to the site visit date as specified in Schedule of Bidding Process. Interested bidders may send the form as given in Appendix 9 needs to be sent at least 03 days in advance. Interested Bidders are requested to check the websites for any change in the dates of site visit, if any.
- 2.5.4 The Site Visit Request Form is attached in Appendix 9 . After receipt of filled and signed Site Visit Request Form, IREL will confirm for site visit to the Bidder.
- 2.5.5 Two people from IREL: Technical Person and Security Person will accompany the Bidder's team (proposed in the Site Visit Request Form) during the site visit only during the dates mentioned for the Site Visit.
- 2.5.6 The Bidder is required to submit a Declaration of Site Visit signed by the authorized signatory of the Bidder as per the format attached in Appendix 10 .
- 2.5.7 The expenses (Travel, accommodation etc.) for Site Visit and attending Pre-bid conference and any other expenses relating to bid preparation will be borne by the Bidder.
- 2.5.8 During site visit, if any Bidder expresses interest in proposing modifications or amendments to the Scope of Work as described in Appendix 11 Scope of Work & Services with the purpose of enhancing the performance of the plant or systems, IREL, may at its sole discretion, consider and evaluate any such EOIs.
- 2.5.9 The Bidder shall bear all financial responsibilities related to any test work, sampling activities, and the design and development of suggested modifications. IREL reserves the right to incorporate these suggestions into the project, irrespective of the contract award decision, if it deems such modifications beneficial to the project's objectives.
- 2.5.10 The submission of modifications as described in Clause 2.5.8, whether they are considered for implementation or not, in no way guarantees the subsequent award of the contract to the Bidder.

2.6 Pre-Bid Conference

- 2.6.1 The Site Visit will be followed by Pre-bid Conference for the Project. The date, time and venue of the Pre-Bid Conference will be:

Date and Time: As mentioned in Schedule of Bidding Process

Venue: IREL(India)Limited, OSCOM, Matikhalo, Chatrapur, Ganjam, Odisha-761045

For VC mode: Interested bidders give mail to Email: skpandey@irel.co.in/ purchase-os@irel.co.in for VC link.

2.7 Queries and Clarifications

- 2.7.1 After opening of Technical Bid, no query/ complaint/ clarification will be entertained related to Eligibility Criteria/documents to be uploaded.
- 2.7.2 Any queries or request for additional information concerning this EOI shall be submitted in writing by speed post/ courier/ special messenger or by e-mail so as to reach the officer designated below.

Mr. Shri S K Pandey,
DGM (Purchase) IREL (India)
Limited, OSCOM
Matikhalo, Chatrapur, Ganjam, Odisha-761045
Phone: 9604831614
Email: purchase1-os@irel.co.in / purchase-os@irel.co.in

The communications shall clearly bear the following identification / title:

“Queries/ Request for Additional Information: EOI for Selection of an EPCM Agency for Integrated Cargo Management System”.

- 2.7.3 IREL shall endeavor to respond to the queries no later than ten (10) days prior to the Bid Due Date. The responses shall be uploaded on IREL website www.irel.co.in or in the CPPP portal for tender (<https://etenders.gov.in>).
- 2.7.4 IREL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, IREL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring IREL to respond to any question or to provide any clarification.
- 2.7.5 IREL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by IREL shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by IREL, or its employees or representatives shall not in any way or manner be binding on IREL.

2.8 Amendment of the EOI

- 2.8.1 At any time prior to the Bid Due Date, IREL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the EOI by the issuance of addenda.
- 2.8.2 Any addendum issued hereunder will be in writing and shall be uploaded on IREL website: www.irel.co.in or the CPP portal for tender (<https://eprocure.gov.in>).
- 2.8.3 To allow the Bidders a reasonable time for taking an addendum into account, or for any other reason, IREL may, in its sole discretion, extend the Bid Due Date.

2.9 Cost of Bid and EOI Document

- 2.9.1 The Bidders shall be responsible for all the costs associated with the preparation of their

Bids and their participation in the EOI Process. IREL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

- 2.9.2 The Bidders can download the document from IREL website www.irel.co.in or the CPP portal for tender ([https:// etenders.gov.in](https://etenders.gov.in)) Bidders who download the EOI document online need not submit any amount towards the cost of EOI document along with its bid.

2.10 Right to accept/reject any or all Bids.

- 2.10.1 Notwithstanding anything contained in this EOI, IREL reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at anytime without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons there for.

2.11 Fraud and corrupt practices

- 2.11.1 The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, IREL may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice in the Bidding Process.
- 2.11.2 Without prejudice to the rights of IREL under above Clause hereinabove, if a Bidder is found by IREL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or EOI issued by IREL during a period of 2 (two) years from the date such Bidder is found by IREL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 2.11.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of IREL who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of IREL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Agreement, who at any time has been or is a legal, financial or technical adviser of IREL in relation to any matter concerning the Project;

- b. "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
- c. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process.
- d. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by IREL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

2.12 Ethics in Tendering and Other Business Dealings

- 2.12.1 IREL (India)Limited, a Government of India Undertaking, under the administrative control of Department of Atomic Energy is doing its business as per the rules and regulation of the Public Sector Undertaking and other statutory agencies. The business is done in an ethical, rational & impartial manner with good Corporate Governance.
- 2.12.2 In our endeavor to be more transparent in our dealings and to support our ideology all Vendors, Customers and Business Partners are requested not to provide any gift and /or inducement to any of our employees for securing/being granted favor in dealings with our Company. In assurance of your commitment to the aforesaid, it will be highly appreciated if you fill up, sign, and abide by the attached undertaking format in Appendix 5
- 2.12.3 Report of any gifts and /or inducements sought by any employee of the company (IREL) should be immediately reported to any one of the following:

Chairman & MD IREL(India)Limited 1207 VS Marg,Prabhadevi Mumbai 400 028 Ph.022-24225778 Email: cmd@irel.co.in	Chief Vigilance Officer IREL(India)Limited 1207 VS Marg,Prabhadevi Mumbai 400 028 Ph.022-24221068 Email: cvo@irel.co.in
or Sri CVR Murty, GM & Head, OSCOM IREL(India)Limited, OSCOM, PO-Matikhalo, Dist-Ganjam, Orissa-761045. Ph: 06811-257890-95 Email: head-ireo@irel.co.in	

- 2.12.4 We assure you those complaints, if any, made by you on the subject will be kept confidential and fair investigation will be conducted and appropriate action will be taken. Similarly, we expect your commitment to the undertaking and its violation will have consequences as per prevailing rule of the company.

2.13 Tender/EOI Documents

- 2.13.1 This EOI comprises the disclaimer set forth hereinabove, the contents as provided in the appendices and enclosed herewith and will additionally include any addenda or corrigendum or clarification issued by IREL.

2.14 Concurrent Commitments

- 2.14.1 The bidder has to submit complete list of concurrent commitments on all jobs under execution by them, as per format provided in appendix., which will be considered to assess the spare capacity available with the bidder.
- 2.14.2 If the annualized concurrent commitments of the bidder plus annualized estimated value of the work under consideration exceeds four times the average annual financial turnover during the last three financial years of the bidder, then the bid of such a bidder shall not be considered for further evaluation.
- 2.14.3 Concurrent commitment of the bidder shall be evaluated as on the last day of the Month previous to bid due date, based on the confirmation/declaration of the bidders that they have disclosed all works being executed by them.
- 2.14.4 Bidders shall exclude all stalled project for which there is no progress in last one year giving reason for no progress considering above cut-off date. In case any adverse report/complaint are received against bidder and on enquiry found correct, offer shall be rejected, and bidder shall be liable for appropriate legal action.

3 Preparation and submission of EOI

3.1 Earnest Money Deposit (EMD)/Bid Security

In terms of the EOI, a Bidder will be required to deposit, along with its Pre-Qualification Documents, a bid security for **INR 280,000/-** in favor of **“IREL (India) Limited”** in the form of Demand Draft or Bank Guarantee (as per format provided in Appendix 8 payable at Matikhalo from any Scheduled bank in India, excluding cooperative banks. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

- 3.1.1. The Bid Security of unsuccessful Bidders will be returned by IREL, without any interest within 30 (thirty) days after stage -1 evaluation.
- 3.1.2. The Bid security, without accruing any interest, will be refunded to the successful bidder within 30 days of the receipt of successful submission of the Security Deposit as mentioned in the Contract.
- 3.1.3. EMD shall be exempted to MSEs and Start-ups as per prevailing guidelines in this regard. Government Body/Public Sector Undertakings may be exempted from payment of EMD with the approval of Competent Authority.
- 3.1.4. Approval for exemption from remittance of EMD, if required shall be obtained prior to invitation of tender and the same to be notified in the tender document.
- 3.1.5. The offers received from Bidders without EMD shall be rejected except where an exemption is provided in the tender.
- 3.1.6. In appropriate cases, in place of a Bid security, Bidders may be asked to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/ request for EOI document, they will be suspended for the period of time specified in the request for bids/ request for EOI document from being eligible to submit Bids/ EOI for contracts with IREL.
- 3.1.7. In case where the EMD is provided in form of BG in the prescribed format to be attached with the tender, the BG shall be obtained from a scheduled commercial Bank with validity of 45 days beyond final bid validity period.
- 3.1.8. EMD is liable to be forfeited if:
 - a) The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening/ The tenderer impairs or derogates from the tender in any respect within the period of validity of the tender
 - b) The tenderer fails to accept the order when placed or fails to commence supplies/works/services after accepting the order.
 - c) In case bidder submits false/fabricated documents.
 - d) In case bidder fails to submit the Security Deposit stipulated in the tender.

3.2 Structure of Bids

The Bidders will prepare their bids in the structure and sequence provided below. In case the Bids are not found as per the required structure, IREL shall have the right to declare the Bid as nonresponsive and the Bid shall not be considered for further evaluation. The following condition shall be adhered to while submitting a Bid: Bidders should attach clearly marked and referenced continuation sheets if the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Bidders may format the prescribed forms making do provision for incorporation of the requested information.

The bidding will follow a 2 stage process as outlined below:

3.2.1 Stage-1: Pre-Qualification cum EoI bid.

PRE-QUALIFICATION DOCUMENTS The Pre-qualification Documents shall comprise of following documents:

- a) Bid Security in form of Demand Draft/BG etc. as per tender clause 3.1
- b) Signed copy of EoI and draft agreement including all addendum, corrigendum, and clarification, as a token of acceptance of Tender conditions.
- c) Forms 1 to 4 of Appendix 1 to this EoI
- d) Power of Attorney(s) as per Appendix 3
- e) Secrecy agreement as per Appendix 4
- f) Undertaking by the bidder as per Appendix 5
- g) Certificate of Incorporation, Registration certificate (as applicable).
- h) A self-certified letter that the bidder has not been blacklisted by an Authorized Signatory on the company's original letter head with signature and seal.
- i) Declaration on letter head of Bidder confirming no Conflict of Interest that affects the Bidding Process in accordance with the Form 1 of Appendix 6
- j) Site Visit Certificate as per Appendix 10
- k) Summary of Concurrent Commitments as per Appendix 13

3.3: Deleted

3.4 Bid Due Date & Time

3.4.1 Bids must be submitted online through the CPP portal for tender <https://etenders.gov.in>) within due date.

3.4.2 The IREL may, in its sole discretion, extend the Bid Due Date by issuing an Addendum.

3.4.3 The bidder is solely responsible for timely uploading of bids on the CPPP portal

3.5 Late submission of Bid

3.5.1 Bids received by the IREL after the Bid Due Date, shall not be eligible for consideration and shall be summarily rejected. Such Bids will be returned to the parties in the same condition as received by or at IREL.

3.6 Modification/substitution of Bids

3.6.1 At any time prior to the Bid Due Date, IREL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the EOI or issue clarifications by the issuance of addenda.

3.6.2 Any addendum issued hereunder will be in writing and shall be uploaded on IREL

website www.irel.co.in or the CPPP portal for tender (<https://eprocure.gov.in>)

- 3.6.3 To allow the Bidders a reasonable time for taking an addendum into account, or for any other reason, IREL may, in its sole discretion, extend the Bid Due Date.
- 3.6.4 Any bidder who has submitted his bid in response to the original invitation shall have the opportunity to modify or resubmit it, as the case may be, or withdraw such bid in case the modification to bidding document materially affect the essential terms of the EOI, within the period initially allotted or such extended time as may be allowed for submission of bids, after the modifications are made to the bidding document by the issuing entity: Provided that the bid last submitted, or the bid as modified by the bidder shall be considered for evaluation.
- 3.6.5 In case of Public Tenders due date shall not be postponed normally. However, if it is decided to extend the due date for any reasons, the postponement shall be intimated well in advance to all the tenderers. Any change in the tender terms and conditions, specifications or tender opening date etc. is to be notified to all the bidders and posted on web site (in case the original tender was published on web site), sufficiently in advance.

3.7: Deleted

3.8 Confidentiality

3.8.1 Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising IREL in relation to or matters arising out of, or concerning the Bidding Process. IREL will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. IREL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or IREL or as may be required by law or in connection with any legal process.

4 Criteria for Qualification of Bidders and Evaluation Process

4.1 Opening and evaluation of Pre-Qualification Documents

4.1.1 IREL shall open the EOI through CPP Portal.

4.1.2 IREL will subsequently examine and evaluate the Pre-Qualification documents in accordance with the provisions set out in this EOI.

4.1.3 Bidders are advised that qualification of Bidders will be entirely at the discretion of IREL. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

4.1.4 Any information contained in the EOI shall not in any way be construed as binding on IREL, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

4.1.5 IREL reserves the right not to proceed with Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

4.1.6 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, IREL may, in its sole discretion, exclude the relevant project from evaluation.

4.1.7 In the event that a Bidder claims credit for an eligible project, and such claim is determined by IREL as incorrect or erroneous, IREL shall reject such claim and exclude the same from evaluation. Where any information is found to be patently false or amounting to a material misrepresentation, IREL reserves the right to reject the Bid.

4.2 Test of responsiveness

4.2.1 Prior to evaluation of Pre-Qualification Documents, IREL shall determine whether Pre-Qualification Documents are responsive to the requirements of the EOI. The Pre-Qualification Documents shall be considered responsive if:

- a) it is received by Bid Due Date & Time (including any extension thereof) as per format prescribed along with all filled up forms, data/ details/ documents requested in this EOI.
- b) It does not contain any condition or qualification; and
- c) It is not non-responsive in terms hereof.

4.2.2 IREL reserves the right to reject any non-responsive Bid and no request for alteration, modification or substitution shall be entertained by IREL in respect of such Bid. Provided, however, that IREL may, in its discretion, seek certain clarifications, if the same do not constitute a material modification of the Bid.

4.2.3 Only the Bidders who meet the Eligibility Criteria, Pre-Qualification Criteria and whose Bids are responsive in accordance with clause 4.2.1 shall be termed as Technically Qualified Bidders, and subsequently will be considered for evaluation of Techno-commercial Bid. Bids which do not meet these criteria shall be rejected.

4.3 Opening and evaluation of Techno-commercial Bids

- 4.3.1 IREL shall open the Techno-commercial Bids of the Technically Qualified Bidders.
- 4.3.2 IREL will examine and evaluate the Techno-commercial Bids in accordance with the provisions set out in this EOI.
- 4.3.3 Bidders are advised that qualification of Bidders will be entirely at the discretion of IREL. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 4.3.4 Any information contained in the Bid shall not in any way be construed as binding on IREL, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 4.3.5 IREL reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 4.3.6 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, IREL may, in its sole discretion, exclude the relevant project from computation of the Technical Score of the Bidder.
- 4.3.7 In the event that a Bidder claims credit for an eligible project, and such claim is determined by IREL as incorrect or erroneous, IREL shall reject such claim and exclude the same from computation of the Technical Score, and may also, while computing the aggregate Technical Score of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, IREL reserves the right to reject the Bid.

4.4 Test of responsiveness

- 4.4.1 Prior to evaluation of Techno-commercial Bids, IREL shall determine whether each Techno-commercial Bid is responsive to the requirements of the EOI. A Techno-commercial Bid shall be considered responsive if:
 - a) it is received by Bid Due Date (including any extension thereof) as per format prescribed along with all filled up forms, data/ details/ documents requested in this EOI.
 - b) It does not contain any condition or qualification; and
 - c) It is not non-responsive in terms hereof.
- 4.4.2 IREL reserves the right to reject any Bid that is non-responsive and no request for alteration, modification or substitution shall be entertained by IREL in respect of such Bid. Provided, however, that IREL may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

4.5 Calculation of Technical Score

4.5.1 The Technical Score of the Bidders will be calculated as below:

Sl. No.	Criteria	Maximum Marks	Marking Details
1.	Design, layout, preparing specifications, supervision of project works in line with PQ requirement	30	10 marks for each assignment of value not less than 30 Lacs, up to maximum 20 marks. 10 marks for 1 assignment in Govt./ PSU sector in India(maximum 10 marks) of value not less than 30 Lacs.
2.	Key personnel qualifications and competence for the proposal	50	Refer 4.5.3
3.	Proposed Methodology and Work Plan (As per Form 8 of Appendix 6)	20	As per evaluation committee
TOTAL TECHNICAL SCORE (St)		100 marks	

4.5.2 The firms scoring minimum 60 % (i.e., 60 Marks) in the technical evaluation shall be short listed for consideration of their financial proposal.

4.5.3 To arrive at the score on key personnel, the educational qualification and experience mentioned against each key personnel shall be the basic requirement for entitlement of further score for respective functions i.e., the person shown against any of the key positions mentioned below shall not be entitled for any score if he/she does not meet the educational qualification requirement.

Key Personnel (Total Marks)	Minimum Qualification / Experience	Experience - Marks	Marking Scheme
Project Manager (20)	Any Engineering discipline, with at least 8 Years of experience in any consulting firm Additional Qualification: MBA or PMP	Year of experience in any consulting firm - 8 Number of projects completed as project manager for Industrial digital/operations transformation projects - 8 MBA/PMP Qualification - 4	6marks for 8 years of experience. 0.5 mark for each additional year of experience. 6 marks for 4 completed projects. 1 mark for each additional project.
Key Personnel or Process & Planning (8)	Mechanical / Electrical / Mining / Industrial Engineering with at least 4 Years of experience in any consulting firm	Years of experience in any consulting firm - 4 Number of completed Projects associated with Industrial operations transformation - 4	2 Marks for 4 years of experience. 0.5 mark for each additional year of experience. 2marksfor 2 completed projects. 0.5 marks for each additional project.
Key Personnel for Mechanical Engineering Works (7)	Mechanical Engineering with at least 4 Years of experience in any consulting firm	Number of years of Experience in any consulting firm - 4 Number of completed Projects related to operations transformation in Manufacturing, Mining & Metals or Logistics Industry - 3	
Key Personnel for Electrical & Telecommunicati ons (8)	Electrical/ Electronics/ Instrumentation Engineering with at least 4 Years of experience in any consulting firm	Number of years of Experience in any consulting firm - 4 Number of completed Projects related to network architecture, telecommunications or IOT - 4	
Key Personnel for IT Infrastructure (7)	Computer Science/ IT / Systems Engineering with at least 4 Years of experience in any consulting / IT firm	Years of experience in any consulting / IT firm - 4 Number of completed Projects related to any IT Project Management - 3	

4.6 Evaluation of Financial Bid

After the evaluation of Techno-commercial Bid, the Financial Bids submitted by the Technically Qualified Bidder will be evaluated as per following. Each Financial Bid will be assigned a financial score (Sf).

For financial evaluation, the total cost indicated in the Financial Bid will be considered.

IREL will determine whether the Financial Bids are complete, unqualified and unconditional. The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Bid (Fm) will be given a financial score (Sf) of 100 points. The financial scores of other Bids will be computed as follows:

$$Sf=100 \times Fm/F$$

(F= amount of Financial Bid; Fm=Lowest Financial Bid)

The Technically Qualified Bidders shall be duly informed about the opening of the Price Bids.

Combined and final evaluation:

Bids will be ranked according to their combined technical (St) and financial (Sf) scores as follows:

$$S=(St \times Tw)+(Sf \times Fw)$$

Where S is the Combined Score, and Tw and Fw are weights assigned to Techno-commercial Bid and Financial Bid, which shall be 0.70 and 0.30 respectively.

4.7 Final Evaluation

4.7.1 The Bidder whose Bid is adjudged as responsive and who scores the highest combined score shall be declared as the Selected Bidder.

4.7.2 In the event that two or more Bidders have the same highest Combined Score (the "Tie Bidders"):

4.7.2.1 Preference shall be given to the Bidder having a higher technical score and subsequently IREL shall identify the Selected Bidder based on this condition.

4.7.2.2 Further in case of same technical score and same financial quote, preference shall be given to the Bidder having higher Key personnel qualifications score and subsequently IREL shall identify the Selected Bidder based on this condition.

4.7.3 After selection, a Letter of Intent (the "LOI") shall be issued, in duplicate, by IREL to the Selected Bidder and the Selected Bidder shall, within 7 days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI signed by the Selected Bidder is not received by the stipulated date, IREL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Selected Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOI.

4.7.4 The Selected Bidder will be required to submit the Security Deposit as mentioned in the Agreement within a period of 14 days from the issuance of LOI or at the time of signing of the Agreement, whichever is earlier. The Selected Bidder will have to keep its Bid Security valid for a period of at least thirty (30) days later than the date of submission of Security Depositor verification of Security Deposit by IREL, whichever is later; and extend the validity of its Bid Security appropriately to meet this criterion. In case the Bid security validity, as requested hereinabove, is

not maintained by the Selected Bidder, REL will, have the right to encash the Bid Security of the Selected Bidder. In the event the Security Deposit is not received by the stipulated date, IREL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to submit the Security Deposit.

- 4.7.5 After acknowledgement of the LOI and submission of Security Deposits by the Selected Bidder, it shall cause the Selected Bidder to execute the Agreement preferably within a period of thirty (30) days from the issuance of LOI or as prescribed by IREL. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

5. Miscellaneous

5.1 Jurisdiction

5.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts in Mumbai, Maharashtra where IREL has its headquarters, shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

5.2 General

5.2.1 IREL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- a. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
- b. Consult with any Bidder in order to receive clarification or further information.
- c. Pre- qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information.
- d. Retain any information and/ or evidence submitted to IREL by, on behalf of, and/ or in relation to any Bidder; and/ or
- e. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

5.2.2 It shall be deemed that by submitting the Bid, the Bidder agrees and releases IREL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations here under and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

5.2.3 The agency shall analyze and recommend with justification on all the contractual deviations, extra works & extra items and on the admissibility of claims for extra payments in respect of any item of work executed. IREL, at its sole discretion, shall have the right to accept or reject these claims.

5.2.4 Agency shall provide the services agreed-upon in this contract and carry out its obligations with all due-diligence, efficiency and economy, in accordance with industry-accepted professional practices and standards. The Agency shall observe sound management practices.

5.2.5 The Agency shall always act as a trustworthy adviser to IREL and shall, at all times, support and safeguard the Owner's legitimate interests in any dealings with subcontractors, local officials, community organizations or other Third Parties.

5.2.6 The remuneration the Agency receives from the Owner shall constitute its only remuneration in connection with the contract. The Agency shall not accept, for its

own benefit or for that of its subcontractors, any trade commission, discount or similar direct or indirect payment or other consideration in connection with the goods and services provided under this contract or the discharge of its obligations thereof. The Agency shall ensure that its personnel and that of its subcontractors or agents similarly not receive such additional remuneration.

5.3 Proprietary data

- 5.3.1 All documents and other information supplied by IREL or submitted by a Bidder to IREL shall remain or become the property of IREL. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. IREL will not return any Bid, or any information provided along therewith.

5.4 Contacts during Bid Evaluation

- 5.4.1 Pre-Qualification Documents and/or Techno-commercial, as the case may be, shall be deemed to be under consideration immediately after they are opened and until such time IREL makes official intimation of award/ rejection to the Bidders.
- 5.4.2 While the Pre-Qualification Documents and/or Techno-commercial are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, IREL and/ or their employees/ representatives on matters related to the Pre-Qualification Documents and/or Bids, as the case may be, under consideration.

5.5 Correspondence with the Bidder

- 5.5.1 Save and except as provided in this EOI, IREL shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

5.6 Insurance

- 5.6.1 The AGENCY will arrange for and pay the cost of personal accident Insurance in respect of his employees assigned to the project/site for performance of the obligations under the conditions of engagement.

5.7 Subcontracting and Assignment

- 5.7.1 This CONTRACT shall not be assignable by either party without the prior written consent of the other party hereto except that this CONTRACT shall be automatically binding upon, and inure to the benefit of, any successor of party or any person, firm or corporation acquiring fully or substantially all of the business and assets of such party.
- 5.7.2 The AGENCY shall not subcontract any part of this CONTRACT or appoint any AGENCY without prior written approval of IREL.
- 5.7.3 In the event that subcontracting is permitted under this CONTRACT, the EPCM agency shall be solely responsible for ensuring the timely completion, performance and quality of any subcontracted work.
- 5.7.4 Furthermore, the EPCM agency shall ensure strict compliance with all terms and

conditions of this CONTRACT, both in its own performance and in the performance of any subcontractors. Any deviations from the terms of this CONTRACT, whether by the EPCM agency or subcontractors, shall be the sole responsibility of the EPCM agency.

5.8 Sole Contract

- 5.8.1 The parties intend this CONTRACT as a complete and exclusive embodiment of the terms of their agreement. It supersedes all prior agreements, submittal or exchange of terms and conditions, written or oral. No discussion or prior dealings between the parties shall be relevant to supplement, supply or explain any terms in the CONTRACT.

5.9 Substitution of Key Personnel

- 5.9.1 IREL expects all the Key Personnel specified in the EOI to be available during implementation of the Agreement and will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Agency and the concerned Key Personnel.

- 5.9.2 In the event that substitution of any key personnel is permitted, the following conditions must be met:

- i. The replacement individual must possess qualifications equal to or superior to the predecessor, subject to approval by IREL.
- ii. No extra compensation shall be granted to the agency for any substitutions made.
- iii. All expenses incurred due to the replacement, including but not limited to travel costs for substitute experts, shall be borne by the agency/service provider.

- 5.9.3 Such substitution may ordinarily be limited to not more than 30% of total key personnel, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction of the IREL.

- 5.9.4 Without prejudice to the foregoing, substitution of the Key Personnel shall not be allowed, however if permitted by IREL under exceptional circumstances, each substitution will incur a payment reduction equal to 0.1% (Zero point one per cent) of the total Agreement Value.

- 5.9.5 The Agency should specifically note that substitution of the Team Leader will not normally be considered during the implementation of the Agreement and may lead to disqualification of the bidder or termination of the Agreement.

5.10 Personnel Payment Responsibility

- 5.10.1 It is the sole responsibility of the EPCM agency to remunerate all personnel hired by the agency for the execution of this contract. The cost associated with the employment and compensation of such personnel shall be encompassed within the overall contract value. IREL shall not be liable for, nor undertake any payment obligations for personnel engaged by the EPCM agency. Furthermore, IREL shall not be held accountable for any disputes or claims arising from personnel payment matters, as these shall be solely addressed and resolved by the EPCM agency.

5.11 Language & System of Measurements

- 5.11.1 All discussions, documentation, formats, reports and correspondence relating to or arising out of the CONTRACT shall be in English language and Metric Measurement System.

Appendix

Appendix 1 PRE-QUALIFICATION DOCUMENTS

Form1–Particulars of Bidder

Particulars of the Bidder

Sl. No.	Particulars	Details
1.	a) Name of Bidder b) Legal status (e.g. incorporated private company, unincorporated business, etc.): c) Country of Incorporation d) Address of the corporate headquarters and its branch office(s), if any, in India e) Date of incorporation and/ or commencement of business	
2.	Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project	
3.	Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder. a) Name b) Designation c) Company d) Address e) Telephone Number f) Email address	
4.	Particulars of the Authorized Signatory of the Bidder a) Name b) Designation c) Company d) Address	

	e) Telephone Number	
	f) Email address	

The following information shall also be provided for the Bidder Name of Bidder:

Sl. No.	Criteria	Yes	No
1	Has the Bidder been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (similar nature or other)?		
2	If the answer to 1 is yes, does the bar subsist as on the Bid Due Date?		

Signature of Authorized Signatory with seal Name, Designation, Date, Place

Form2- Conditions of Eligibility of the Bidder

Conditions of Eligibility of the Bidder

Name of Project: Name of Bidder:

SI. No.	Eligibility Requirement	Eligibility of Bidder	Documentary proof provided with reference
1.			

Signature of Authorized Signatory with seal Name, Designation, Date, Place

Form3– Eligible Assignment of Bidder**Eligible Assignments of Bidder**

Assignment Name:	Country:
Location within Country:	Professional Staff Provided by Your Firm/Entity (Profiles):
Name of Firm/Entity:	No. of Staff:
Address:	No. of Staff-Months: Duration of Assignment:
Start Date (Month/Year)	Completion Date (Month / Year)
Name of Associated Agencies, If Any:	No. of Months of Professions; Staff Provided by Associated Agencies:
Name of Senior Staff (Project Director / Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project: (Clearly specifying the order value of similar work executed)	
Description of Actual Services*Provided by Your Staff:	

Firm's Name:**Signature of Authorized Representative:**

Form4–Financial Capacity of Bidder**Financial Capacity of the Bidder**

Name of Project:

Name of Bidder:

Turnover of the Bidder

Turnover of the Bidder For the last three Financial Years ending [month],[year] Currency _____	FY _____	FY _____	FY _____
	_____ (In figures)	_____ (In figures)	_____ (In figures)
	_____ (In words)	_____ (In words)	_____ (In words)

Net-worth of the Bidder

Net-Worth of the Bidder As per last Financial Year's audited financial statements dated _____ Currency _____	_____ (In figures)	_____ (In words)
--	-----------------------	---------------------

The details clearly indicating the PQ criteria requirement are to be highlighted.

Signature of Authorized Signatory with seal Name, Designation, Date, Place

Note:

- The Bidders will provide all necessary documents in support of the financial strength including audited financial statements and certificate from practicing chartered accountant.
- Format for certificate from the practicing chartered accountant

Certificate from the practicing chartered accountant

This is to certify that (name of the Bidder) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm Date:

(Signature, name, and designation of the authorized signatory)

Appendix 2 CHECKLIST OF DOCUMENTS TO BE PROVIDED BY THE BIDDER

S.No.	Document	Reference
1	Pre-Qualification Documents	
1.1	Pre-Qualification Forms	Appendix 1 (Form 1to4)
1.2	Bid Security	Appendix 8
1.3	Signed copy of EOI and draft Agreement including all addendum, corrigendum, and clarification as a token of acceptance of all the tender conditions	General
1.4	Power of Attorney	Appendix 3
1.5	Secrecy agreement	Appendix 4
1.6	Undertaking by the bidder	Appendix 5
1.7	A self-certified letter that the bidder has not been blacklisted by an Authorized Signatory on the company's original letter head with signature and seal	General
1.8	Certificate of Incorporation or Registration certificate	General (As applicable)
1.9	Declaration on letter head of Bidder confirming no Conflict of Interest that affects the Bidding Process	Appendix 6-Form1
1.10	Site Visit Certificate	Appendix 10
1.11	Summary of Concurrent Commitments	Appendix 13
2	Techno-Commercial Bid	
2.1	Letter comprising the bid	Appendix 6-Form1
2.2	Technical Score calculation along with documentary proof	Appendix 6-Form2
2.3	Abstract of Eligible Assignments of Key Personnel	Appendix 6-Form3
2.4	Eligible Assignments of bidder	Appendix 6-Form4
2.5	Team composition and Task Assignments	Appendix 6-Form5
2.6	Abstract of Eligible Assignments of the Bidder	Appendix 6-Form6
2.7	CVs of proposed Experts	Appendix 6-Form7
2.8	Proposed Methodology and Work Plan	Appendix 6-Form8
2.9	Any other document / data/ details to be submitted as mentioned in the EOI	General

Appendix 3 POWER OF ATTORNEY FOR SIGNING OF BID

Power of Attorney for signing of Bid (wherever applicable)

Know all men by these presents, We, _____ (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and law full attorney(hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the "Selection of an EPCM Agency to undertake Integrated Cargo Management System" proposed or being developed by the IREL (India) Limited (the "IREL") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to IREL, representing us in all matters before IREL, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with IREL in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with IREL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For _____ (Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted [Notarized]

(Signature)

(Name, Title, and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the

charter documents and documents such as are solution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

Appendix 4 SECRECY AGREEMENT

Secrecy Agreement to be executed on a Non-Judiciary Stamp paper of appropriate value.

SECRECYAGREEMENT

THIS AGREEMENT, made and entered into this on the day of_, 20- - by and between IREL (INDIA) LTD., a company incorporated under Indian Companies Act having its registered office at Plot No.1207, Opp. to Siddhi vinayak Temple, Veer Savarkar Marg, Prabhadevi, Mu m b a i - 400028,India(herein after called "IREL") on one part and

_____, accompany duly incorporated under _____, with its registered.

Office.....(Herein after called) includes its successors and permitted assigns, on the other part.

WITNESSETH:

WHEREAS:

WHEREAS IREL intends to undertake Integrated Cargo Management System **at IREL plant site of OSCOM, located in Matikhalo, Chatrapur, Odisha-761045**

WHEREAS_[Bidder] had participated in the EOI and now will be Undertaking design, layout, preparing specifications and supervision for the implementation of the Integrated Cargo Management System at Odisha.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. The term "Confidential Information "means:
 - i. All details supplied by IREL/ (Name of the company) on technical, commercial, and other information and data on the Process.
 - ii. All details supplied by IREL/ (Name of the company) on technical, commercial, and other information and data relating to the products.
2. Each party hereto shall keep secret and confidential any and all confidential information it receives from any other party or parties hereto under this Agreement and shall not use such Confidential Information for any purposes except for the said tender purpose hereunder. The obligations under this Article shall not apply to any information or data that:
 - i. At the time of its disclosure here under is in the public domain,
 - ii. after disclosure hereunder becomes part of the public domain by publication or otherwise through no fault of the party to whom such information or data is disclosed hereunder ("Receiving party") (but only after it is published or otherwise becomes part of the public domain),
 - iii. the Receiving Party can show in its possession at the time of disclosure hereunder and

- which the Receiving party, without breach or any obligation is free to disclose to others, or
- iv. was received by the Receiving Party after the time of disclosure by a party hereto ("Disclosing Party") hereunder from a third party who did not acquire it, directly or indirectly, from the Disclosing Party under an obligation of confidence and which the Receiving party, without breach of any obligation, is free to disclose to others.

For the purpose of this Article 2, information or data which is specific, e.g., those on operating conditions or equipment, shall not be deemed to be within the foregoing exceptions merely because it is embraced by general information or data in the public domain or in the possession of Receiving Party. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the possession of the Receiving Party, but only if the combination itself and its principle of operation are in the public domain or in the possession of the Receiving Party.

3. The Receiving Party shall limit the access to the Confidential Information received hereunder to its directors, officers, and employees, who (i) need to have access with such Confidential Information, (ii) have been informed of the confidential nature thereof and (iii) have agreed to undertake the obligations of non-disclosure and non-use of such Confidential Information.
4. Upon request of IREL, (Name of the party) shall, free of charge, promptly return to IREL all the confidential information received from IREL hereunder.
5. Each party hereto shall not, without the other party's prior express written consents, disclose or allow the disclosure of the existence of this Agreement.
6. It is mutually understood and agreed that no license or other rights are granted to any party hereto under this Agreement, by implication or otherwise, for any of the patents or patents applications of any other party hereto or as to any information and data disclosed by any other party or parties hereto under this Agreement.
7. None of the parties may assign its rights or obligations hereunder without the prior written consent of the other parties.
8. The obligation of non-disclosure and non-use of the Confidential information under this Agreement shall remain in effect for five (5) years after the date hereof and shall terminate upon lapse of said five (5) years.
9. This Agreement shall be governed by and construed in accordance with Indian laws.
10. Each party here to acknowledges and agrees that monetary damages for any breach or threat of breach of this Agreement are inadequate. Each party hereto shall, therefore, be entitled to seek and obtain temporary and injunctive relief for any breach or threat of breach of this Agreement relating to its Confidential Information, in addition to any other remedy.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives on the day and year first above written. The original shall remain with IREL and the duplicate with (Name of the party).

1. For

Witness:

(Name)

Designation

1. (Name)
Designation

2. (Name)
Designation

2. For IREL(India)Ltd.

Witness:

(Name)

Designation

1. (Name)
Designation

2. (Name)
Designation

Appendix 5 UNDERTAKING BY THE BIDDER

Undertaking by the Bidder

Date:

To,

M/s. IREL(India)Ltd.,

1207, V.S. Marg, Prabhadevi, Mumbai 400 028

I/We am/area Vendor/Customer of

IREL(India)Limited(now onwards to be referred as Company). I / We agree and undertake:

Not to provide any gift and / or inducement to any employee of the Company in connection with securing / being granted favor (s) in my / our dealings with the corporate office of the company and / or its any field units namely MK, Chavara, OSCOM, RED, IRERC and any other unit(s).

To immediately report any gift and / or inducement sought by any employee of the Company granting favour(s) to me / us in my / our dealings with the Company and / or its field units.

Signature.....

Name.....

Title.....

Name of the

Company and Address (with Seal).....

Appendix 6 TECHNO-COMMERCIAL proposal

Form1-Letter Comprising Bid

Letter comprising the Bid

Dated:

To:

Subject: Bid for project

Dear Sir,

1. With reference to your EOI document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation, and maintenance of the aforesaid Project.
4. I/ We shall make available to IREL any additional information it may find necessary or require supplementing or authenticate the Bid.
5. I/ We acknowledge the right of IREL to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
 - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by IREL.
 - b. I/ We do not have any conflict of interest in accordance with the EOI document or subsequent Corrigendum, Addendum, or clarifications, if issued.
 - c. I/We shall not be participating in the proposal for selection of EPC contractor for the Integrated Cargo Management System project if I/We are declared as the Selected Bidder for this EOI.
 - d. I/We have not directly or indirectly or through an agent engaged or indulged in any

corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in the EOI document, in respect of any tender or Expression of Interest issued by or any agreement entered into with IREL or any other public sector enterprise or any government, Central or State; and

- e. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 2.11 of the EOI, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
9. I/ We believe that we satisfy the Eligibility requirements as specified in Clause 2.1 of the EOI document and are/ is qualified to submit a Bid.
10. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Agency of the Government or convicted by a Court of Law for any offence committed by us.
12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/Managers/ employees.
13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of in eligibility in terms of the provision of the EOI, we shall intimate IREL of the same immediately.
14. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement but prior to Commencement Date of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without IREL being liable to us in any manner whatsoever.
15. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by IREL in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
16. In the event of my/ our being declared as the Selected Bidder I/We agree to enter in to an Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the afore said draft and agree to abide by the same.
17. I/We have studied all the Bidding Documents carefully and also surveyed the Project. We understand that except to the extent as expressly set-forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by IREL or in respect of any matter arising out of or concerning or relating to the Bidding

Process including the award of Project.

18. The Bidding Parameter has been quoted by me/us after taking into consideration all the terms and conditions stated in the EOI, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Bid.
 19. I/We offer a Bid Security of Rs. _____ (Rupees _____ only) to IREL in accordance with the EOI Document.
 20. The Bid Security in the form of a Bank Guarantee (strike out whichever is not applicable) is attached.
 21. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened.
 22. I/We hereby submit our Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.
 23. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the EOI.
 24. I/We agree and undertake to abide by all the terms and conditions of the EOI document.
- In witness thereof, I/we submit this Bid under and in accordance with the terms of the EOI document.

Yours faithfully,

(Signature of the Authorized signatory)

(Name and designation of the Authorized signatory) Name and seal of Bidder Firm

Date:

Place:

Form 2 - Technical Score calculation

Technical Score of the Bidder

Name of Project:

Name of Bidder:

Sl. No.	Qualification Parameter	Experience of Bidder	Documentary proof provided with reference
1.			
2.			
3.			
4.			
5.			

Signature of Authorized Signatory with seal Name, Designation, Date, Place

Form3-Abstract of Eligible Assignments of Key Personnel

Abstract of Eligible Assignments of Key Personnel^{\$}

Name of Key Personnel: Designation:

Sl. No	Name of Project ^{\$}	Name of Client	Estimated capital cost of project(in INR Crore)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Man days spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							

^{\$}Use separate Form for each Key Personnel.

^{\$\$} The names and chronology of projects included here should conform to the project-wise details submitted in Form-7 of Appendix 6.

Note: The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

Form 4 – Eligible Assignment of Bidder**Eligible Assignments of Bidder**

Assignment Name:	Country:
Location within Country:	Professional Staff Provided by Your Firm/Entity (Profiles):
Name of Firm/Entity:	No. of Staff:
Address:	No. of Staff-Months: Duration of Assignment:
Start Date (Month/Year)	Completion Date (Month / Year)
Name of Senior Staff(Project Director/ Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services*Provided by Your Staff:	

*(Completion Certificate from Client regarding experience should be furnished)

Firm's Name:

Signature of Authorized Representative:

Form5-Team Composition

Team Composition, Task Assignments

Team Leader and Key Professionals

S. No.	Name of Staff	Area of Expertise	Years of Experience	Task Assigned	CV Details with signature
1.					
2.					
3.					
4.					

Support Staff (if any)

Sl. No.	Name of Staff	Position Assigned	Task Assigned
1.			
2.			
3.			
4.			
5.			

Form 6 - Abstract of Eligible Assignments of the Bidder

Sl. No	Name of Project	Name of Client	Estimated capital cost of Project(in INR crores)	Payment\$ of professional fees received by the Bidder (in INR crore)
1				
2				
3				
4				

^{\$}The Bidder should provide details of only those projects that have been undertaken by it under its own name.

[£]The names and chronology of Eligible Projects included here should conform to the project- wise details submitted in Form-4 of Appendix 6.

Certificate from the practicing-chartered accountant

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Bidder and / or the clients.

Name of the audit firm:

Seal of the audit firm Date:

(Signature, name and designation of the authorized signatory)

Note: The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.

Form7- Curriculum Vitae (CV) for Proposed Experts

Curriculum Vitae(CV) for Proposed Experts

(Summary of CV: Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV)

1. Proposed Position [only one candidate shall be nominated for each position]:
2. Name of Firm [Insert name of firm proposing the expert]:
3. Name of Expert [Insert full name]:
4. Date of Birth: Citizenship:
5. Education [Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:
6. Membership of Professional Associations:
7. Other Training [Indicate significant training since degrees under 5 -Education were obtained]:
8. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
9. Employment Record [Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned, also give Employer references, where appropriate.]:

From [Date]: To [Date]:

Employer:

Positions held:

10. List all task to be performed under this project and corresponding experience of the expert.
11. Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

- i. This CV correctly describes my qualifications and my experience.
- ii. I am employed by the Executing/ Implementing EPCM Agency.
- iii. I am / in regular full-time employment with the EPCM Agency
- iv. I am willing to work on the project and I will be available for entire duration of the project assignment, and will not engage myself in any other assignment during the currency of this assignment on the project.
- v. I, the undersigned, certify that to the best of my knowledge and belief, this bio- data correctly describes my qualification and my experience I am committed to

undertake the assignment within the validity of Bid.

- vi. I understand that any will full misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: [Days/Month/Year]

[Signature of expert and authorized representative of the firm]Full name of authorized representative:

Notes:

- Use separate form for each Key Personnel
- The names and chronology of assignments included here should conform to the project-wise details submitted in Form-5 of Appendix 6 .
- Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorized Representative of the Bidder firm along with the seal of the firm. Photocopies will not be considered for evaluation.

Form8–Proposed Methodology and Work Plan

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages)

The Bidder shall clearly state its understanding of the TOR and will highlight its important aspects. The Bidder may supplement various requirements of the TOR. In addition, the Bidder can make precise suggestions that may improve clarity of the Assignment's objectives, and for assisting IREL in ensuring successful implementation of the project.

2. Approach and Methodology (not more than three pages)

The Bidder will submit its methodology for this Assignment and will outline its approach toward achieving the objectives of this Assignment. The Bidder should specify the sequence and locations of important activities, the proposed tools for execution of the Assignment, and a quality assurance plan for execution of the Work.

3. Organization and Personnel

In this chapter, the Bidder should propose the structure and composition of proposed team. The Bidder should list the main disciplines of the Assignment, the key expert responsible, their time commitment, and proposed technical and support personnel. The experts required as per the EOI is an indicative minimum requirement. The Bidder should assess the specific and realistic manpower with reference to specific project package.

4. Work Plan

In this chapter, the Bidder should propose the main activities of the Assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by IREL), and delivery dates of the reports, drawings, etc. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including report to be delivered as final output, should be included here.

5. Knowledge Transfer Mechanism

An efficient knowledge transfer mechanism is essential for the successful execution of the project, as it will enable a smooth transition of supervision and control of operations between the Contractors and IREL. Prior to closure of the Assignment, the Selected Bidder needs to deploy a suitable mechanism for conducting such knowledge transfer. In this chapter, the Bidders need to provide the methodology, tools, and timeline for establishing the knowledge transfer mechanism.

Note: Marks will be deducted for writing lengthy and out of context responses

Bidder may also be asked by IREL to make a presentation on Proposed Methodology and work plan and accordingly present the same in front of IREL officials, other stakeholders as deemed necessary and directed by IREL.

Appendix 8 FORMAT FOR BANK GUARANTEE FOR BID SECURITY

Bank Guarantee for Bid Security

A.G. No.

Dated

In accordance with EOI No. _____ Dated _____ for the work of _____ (herein after referred to as "the said Works") for Rs. _____ (Rupees _____ only), under _____ (Corporate Office) of M/s IREL (India) Limited, a company incorporated under Indian Companies Act, having its registered office at Plot No.1207, ECIL building, Opp. to Siddhi vinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400028, India (herein after referred to as "IREL"), M/s _____ Address _____ [Herein after referred to as Bidder (s)] wish /wishes to participate in the said tender and a Bank Guarantee for the sum of Rs. _____ (In words) valid for a period of _____ days (in words) is required to be submitted by the Bidder towards the Bid Security.

We the _____ Bank (hereinafter called the said Bank) do hereby undertake to pay to IREL, the sum of Rs. _____ (Rupees _____ only) by reason of the said Bidder's failure to enter into an agreement of contract on intimation of acceptance of his Bid and/or to commence the works and/or failure to deposit the security deposit within the stipulated period as per the terms and conditions relating to and/or governing the contract and/or specified in the EOI. We also agree that any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We also agree that notwithstanding any dispute or difference or any litigation in respect of or arising from the said contract and/or the acceptance of the Bid of the Bidder afore stated by IREL including the question as to the tenability of the claim of IREL for forfeiting the Bid Security being the Bank Guarantee herein, we shall forthwith pay the said amount to IREL on demand being made as aforesaid.

We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for entering into an Agreement of contract and that it shall continue to be enforceable till all the dues of IREL under the terms and conditions of the EOI for the work have been fully paid and its claims satisfied or discharged or till IREL certifies, that the terms and conditions of the EOI have been fully and properly carried out by the said Bidder and accordingly discharges the guarantee.

We _____ Bank further agree with IREL that IREL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the EOI and/or terms and conditions governing the Agreement or to extend the time of validity of the offer from the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by IREL against the said tenderer and to for bear or enforce any of the terms and conditions of the EOI and we shall not be relieved from our liability hereunder by reason

of any such variation, or extension being granted to the said Bidder or for any forbearance, act or omission on the part of IREL or any indulgence by IREL to the said Bidder or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us.

We__Bank do hereby further agree that any change in the Constitution of the said Bidder or the Bank will not affect the validity of this guarantee.

We_Bank lastly undertaken to revoke this guarantee during its currency except with the previous consent of IREL in writing.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Agency.

We_____Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of IREL in writing. Notwithstanding anything to the contrary contained herein before:

- (i) Our Liability under this Bank Guarantee shall not exceed and restricted to Rs _____ (in words)
- (ii) (ii) This Bank Guarantee shall be valid upto _____, unless extended on demand.
- (iii) (iii) The bank is liable to pay the guaranteed amount or any part thereof under this bank Guarantee only if IREL serve a written claim or demand on or before _____ (Three months from the expiry of Guarantee period)

Dated the_____day of_____20--_____Bank

(Signature with name in Block letters with designation, Attorney as per power of Attorney No. dt.)

Bank's Common seal

Appendix 9 SITE VISIT REQUEST FORM

(This Site Visit Request Form shall be submitted duly signed by authorized signatory on Bidder's letter head, at least one week prior to the proposed site visit date)

SITE VISIT REQUEST FORM

I/We.....(Bidder or Associate members name) wish to participate in the EOI for selection of agency for the implementation of Integrated Cargo Management System at OSCOM, Odisha on EPCM Basis. For the same, as prescribed in the said EOI document, I/We propose following team member(s):

- (1) Name, Designation and Company of the Team Leader
- (2) Name, Designation and Company of the Team Member
- (3) Name, Designation and Company of the Team Member
- (4) Name, Designation and Company of the Team Member

for the Site Visit to Project Site to understand the site conditions and acquaint myself/ ourselves with atmosphere prevalent therein on..... (Proposed Site Visit date).

Seal of the Company:

Signature of the Bidder:

Name:

Designation:

Note:

- a) Maximum four (4) member team can be proposed for site visit from a Bidding entity.
- b) In case Team Leader and/ or Team Member are not nationals of India, the Bidder shall submit details of such member (proposed for Site Visit) as per Annex-1 of Appendix 5 along with this Site Visit Request Form.
- c) The Request form for site visit of foreign officials shall be submitted at least fifteen (15) days before the scheduled site visit date.

- d) Only formal written requests, duly received by IREL within the specified time shall be considered.
- e) IREL reserves the right to alter or change the date of the Site Visit.
- f) IREL shall not be liable to reimburse to any Bidder any costs/expenses incurred by its team member(s) in connection with any such alteration in date or time, or withdrawal of request.
- g) The team member(s) of the interested Bidders will be accompanied by representative(s) of IREL.
- h) The interested Bidders shall ensure that it's all team members adopt best safety practices and adhere to all safety standards, including the required protective gear, during the Site Visit.
- i) The interested Bidder having any query of reasonable relevance arising from the Project Site Visit and study, may discuss the same during the Pre-bid Conference or send a formal written query to IREL.
- j) Interested Bidders shall take full responsibility for their respective members. If any member of the team of an interested Bidder displays any untoward behavior or refuses to follow the guidelines or the reasonable instructions issued by IREL, IREL reserves the right to cause the removal of such member from the Project Site and also forfeit the privilege of the interested Bidder to conduct another Site Visit.
- k) The Team Leader of the Site Visit Team shall be responsible for:
 - ensuring proper conduct of team members.
 - liaising with IREL or its staff for any inputs/ instructions during Site Visit; and
 - resolving any issues which may arise during the course of the Site Visit.
- l) It should be noted that all data/information (oral or written) that the interested Bidders and the members of the Site Visit Team may learn or come across during the Project Site Visit and study shall be treated as Confidential Information and should not be disclosed or shared with any third party.
- m) Each interested Bidder shall bear the costs and expenses incurred by its Survey Team during the Project Site Survey.
- n) IREL shall not be liable, in any manner whatsoever, for any loss, expense, injury or damage suffered or likely to be borne by the interested Bidder or any of its member or representative, as a consequence of their entry to, access to or presence at the Project Site during the Site Visit.
- o) Each interested Bidder shall, upon the completion of the Project Site Visit, confirm in writing was it was accorded a fair opportunity to have full access to the Project Site.
- p) Each interested Bidder shall conduct the site visit responsibly to ascertain and familiarize themselves with the Project Site and associated factors required to give Bid.
- q) A Site Visit Team, who fails to comply with these guidelines or cooperate with any reasonable request made by a designated officer of IREL may be denied further access to the Project Site, and Pre-bid Conference with IREL.

Appendix 10 FORMAT FOR SITE VISIT CERTIFICATE

DECLARATION OF SITE VISIT (To be submitted along with the Bid)

I, hereby, declare that I have visited the site to understand the site conditions, and acquainted myself with atmosphere prevalent therein. I have also understood the extent of total works involved for this package.

Seal of the Company:

Seal of IREL:

Signature of the Bidder:
Head:

Signature of IREL Technical Person:

Name:
Designation:

Name:
Designation:

Signature of IREL Security Person:
Name:
Designation:

Note: The Bidder shall carry a signed and stamped print out in duplicate of this Site Visit Declaration on Company letter head. The same shall be attested and signed by accompanying Technical Person and Security Person of IREL during site visit.

Appendix 11 SCOPE OF WORK & SERVICES

IREL aims to improve the dispatch operational efficiency and data visualization for in-plant traffic movement & performance tracking. In view of the same, IREL intends to implement Integrated Cargo Management System for its plant site at OSCOM in Odisha.

For facilitating the implementation of the aforementioned objectives, IREL intends to select an EPCM Agency to undertake Design, preparation of layout and other specifications, preparation of tenders and supervision of the work packages.

11.1 As-Is

IREL recognizes the urgency of modernization to elevate operational efficiency and meet the increasing demands for mineral sands and REEs. Currently, at the OSCOM facility, the operational process unfolds as follows:

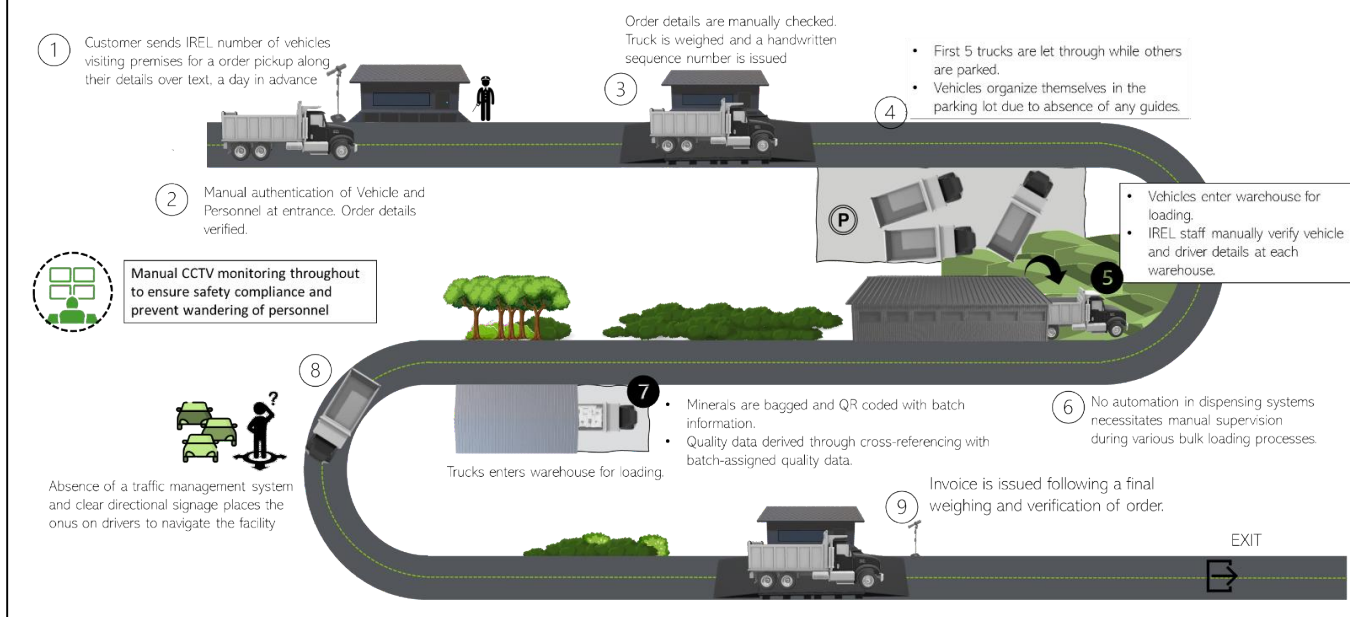
- a) The OSCOM facility handles approximately 75-90 trucks per day with effective dispatch activity of around 6 hours. While the current capacity is capable to accommodate close to 200 trucks, OSCOM has hosted a peak of about 120 trucks in a single day.
- b) The process commences with customers placing orders and sharing the number of vehicles to be sent along with their details with IREL via text messages a day in advance. Vehicles, without structured time slots, form queues at the entrance
- c) At this point, authentication of truck, drivers and helpers are done manually at entry gate. Once verification done, trucks are allowed to proceed towards weighbridge and further to parking area.
- d) As trucks move through the weighbridge, order details undergo manual verification. Currently, sequence numbers for loading are manually assigned at the weighbridge. This process is managed manually by weighbridge operators.
- e) Usually, the first five vehicles are directed to the warehouse for material loading, while the remaining vehicles await their turn in the parking area. In the parking area, there is no structured mechanism for organizing and monitoring the status of trucks.
- f) At each warehouse, IREL staff members perform the manual verification of the details of truck and material loading order.
- g) The loading process occurs within the warehouse manually, for bagged products material is being loaded by small scale crane and bulk material is being loaded by pay loaders into the trucks.
- h) After the completion of loading, vehicles are weighed at the weighbridge and verified against the order manually. In case of mismatch of quantity, the truck needs to be directed to the warehouse again to match the ordered quantity and again come back to weighbridge. Once the verification against material order done, invoice has been issued.
- i) After the generation of invoice, truck moves towards the exit gate, where manual verification done for final release of truck.

11.2 Challenges/Area's to improve

- a) **Underutilization of Capacity:** Despite having the capacity to accommodate up to 200 trucks, the facility handles only 75-90 trucks daily.
- b) **Manual Authentication at Entry:** Number of vehicles and their details are shared with IREL via text messages a, lacking a structured system for order submission and authentication. The process of truck, driver, and helper authentication at the entry gate relies on manual form filling, which not only introduces the risk of errors but also consumesvaluable time.
- c) **Sequence Number Assignment:** The manual assignment of sequence numbers for loading at the weighbridge, without adequate software support, may result in operational delays and inefficiencies.
- d) **Unstructured Parking:** Lack of organization and monitoring in the parking area may result in congestion and disarray among waiting trucks.
- e) **Traffic Management:** Absence of a traffic management system and clear signage relies heavily on drivers for facility navigation, potentially causing traffic congestion, safety and security concerns.
- f) **Loading Process:** The absence of efficient loading systems results in the need for vehicles and personnel to enter the warehouse, thereby exposing the mineral inventory and posing security risks. Moreover, the manual loading process is slow and heavily dependent on associated personnel. The necessity for IREL staff members to be physically present in each warehouse for vehicle and personnel authentication is also suboptimal.
- g) **Quality Check Complexity:** The absence of quality information in barcode data on bagged products requires manual cross-referencing with batch-assigned quality data.

The overall setup lacks automation and integration of modern technologies, leading to operational inefficiencies, safety issues security risks, and limited scalability.

OSCOM AS - IS



11.3 Scope of work

The agency's broad scope of work includes implementing a RFID-based vehicle tracking, advanced traffic management, personnel tracking, and implanting efficient loading systems (for bagged and bulk products). The Agency is required to furnish detailed consolidated as well as standalone cost estimates for all the proposed work packages. The detailed the scope of work to be conducted by the Agency is as given below.

11.3.1 Vehicle Management System:

The agency is responsible to design and implement a dedicated vehicle management solution to supersede the existing manual registration process. The solution shall be designed to prioritize security, safety, and efficiency in the management of vehicles and associated personnel (drivers & helpers) during material dispatch operation.

Registration of Vehicles& Personnel

- The solution should incorporate a dedicated online portal that enables customers to easily update and modify the details of their vehicles being sent to the facility for material loading a day in advance. This ensures flexibility and real-time communication between IREL and its customers, enhancing efficiency and visibility in handling incoming vehicles.
- The system shall have i3MS and E-Vahan integration to ensure seamless authentication of order details, vehicles, and customer. This integration guarantees that all stakeholders connected seamlessly and informed.
- A unique Trip ID shall be generated following the successful online vehicle registration. The trip ID, controllable at IREL level, shall have all relevant information like order, vehicle, and personnel details.

- d) The online vehicle registration shall be considered tentative unless the vehicle has a RFID tag attached, issued by IREL. The software should automatically be able to detect if the vehicle is tagged or un-tagged.
- e) For the un-tagged vehicles, the software should include a feature that enables them to initiate a tagging request in advance. Once approved, RFID tags should be automatically generated for these vehicles after an approval from IREL. These printed tags may be attached on arrival at entry gate.
- f) Any vehicles with tampered or malfunctioning tags shall be identified during entry and denied entry into the facility. These vehicles shall be issued with new tags at the entry gate after proper verification checks.
- g) The best suited position of these tags on the vehicle shall be determined by the agency to ensure robust and accurate vehicle tracking.
- h) Following the online registration process, each vehicle shall be automatically assigned an arrival time slot to minimize congestion near entry gate.
- i) For the personnel, a temporary ID will be generated which should be scanned at entrance point. The details of the person along with a picture shall be displayed to the security at the entrance for verification. An added manual ID verification may be performed to verify the identity of drivers and helpers.
- j) The CCTV cameras installed at the entry gate shall have the facility to read the vehicle number plate and also capture images of drivers and helpers at the entrance point. This ensures that there is visual documentation for security purposes.
- k) After successful authentication, the driver and accompanying helper shall be handed over with RFID Tag with all the required details. Following successful authentication, the system should automatically update the personnel's name and associated Trip ID against the RFID tag.
- l) The position of the RFID tags for personnel shall be decided by the agency to ensure a reliable tracking. Depending on the type of RFID tags issued to personnel, they may need to be surrendered at the time of exit. (For example, Tags on Helmets).
- m) The agency shall also be responsible for installing boom-barriers at the entrance which automatically open following successful vehicle authentication.
- n) RFID tags serve as a key means of authentication for designated personnel at the loading point. This ensures that only authorized personnel are involved in the loading process, enhancing security and accountability.
- o) The RFID tags are authenticated once again at the weighbridge during the exit process. This final authentication step guarantees that only approved personnel and vehicles leave with the shipment.

11.3.2 Vehicle Tracking & Traffic Management

This section provides an overview of the RFID-based vehicle tracking system and the integrated traffic management system within plant premises.

Entry and Parking

- a) The vehicle should be authenticated using the RFID Tag and a smart sequence number must be issued to each vehicle at the entrance, ensuring efficient and seamless in-plant vehicle movement.
- b) Based on the sequence number issued to the vehicle, it should be instructed to proceed to the designated warehouse or halt in the parking area using digital indicators.
- c) Mechanisms shall be developed to allow the movement of only five vehicles at a given time to the warehouse for loading, ensuring a systematic and efficient workflow. The remaining vehicles are to be systematically organized in the parking lot. To ensure organization and optimize the use of available parking space, specific parking spots for trucks shall be clearly demarcated in the parking lot to promote an organized and streamlined parking arrangement.
- d) The parking area design necessitates the provision of distinct walkways for pedestrians. Additionally, The Agency is encouraged to propose additional safety measures such as audio-visual announcements, to prevent accidents during truck reversals.
- e) CCTV cameras shall be installed at the parking area to indicate the number of available parking spots. The parking area should feature a dedicated display to call out a particular sequence number. Clear communication mechanism within the parking area shall be set-up to enhance efficiency and minimize congestion.

Tracking & Vehicle Movement

- a) A comprehensive network of digital displays boards must be erected throughout the premises to guide the vehicles effectively.
- b) Establish a comprehensive network of traffic signs which utilize the live positions of vehicles to indicate signs accordingly and ensure a smooth and orderly flow of vehicles.
- c) The movement of vehicles and personnel shall be geo-referenced based on the zone mapping done by IREL.
- d) RFID readers installed at loading points must authenticate the vehicles and personnel before the loading process commences.
- e) Loading points must feature distinct walkways for pedestrians and incorporate an audio-visual annunciation system for indicating the start and completion of loading processes, to prevent any untoward incidents during truck reversals, ensuring safety throughout the operation.

At Exit Weighbridge

- a) Both the vehicle and driver must undergo authentication process at the exit weighbridge based on their respective RFID tags. This authentication process facilitates the issuance of invoices and permits (for i3MS) for the loaded material.
- b) The weighbridge shall record the weight of the vehicle post successful authentication. The measurements shall be verified against the order details and trip ID.
- c) Additionally, the CCTVs at the weighbridge site must capture a top view and front view of the

vehicle site for visual inspection.

- d) The system shall send out an electronic proof of delivery to the customer immediately after the generation of invoice, to prevent future disputes.

11.3.3 Man-less Loading of Bulk Products

- a) Design and install an automatic Rapid Loading System, as detailed below, to enable the man-less automatic loading of bulk products into trucks. This loading system will be implemented in two instances, one for Sillimanite and another for Ilmenite, respectively.

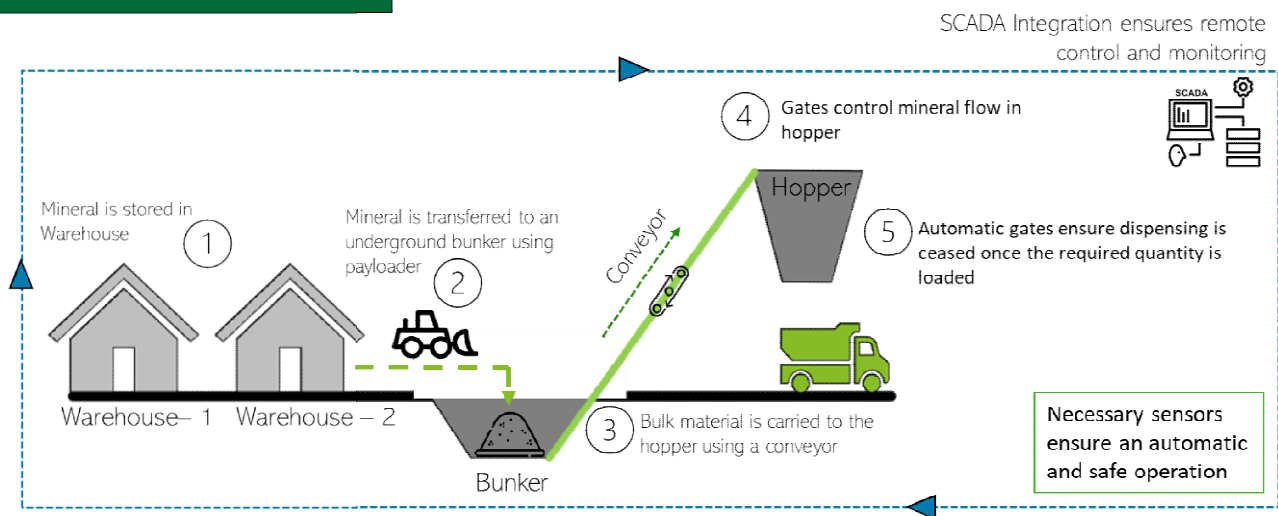
The dispensing rates shall be according to the following mentioned specifications:

Ilmenite : Dispensing Rate 300 tonne/hour

Sillimanite : Dispensing Rate 150 tonne/hour

- b) A bunker/Silo shall be constructed with suitable capacity near the respective warehouses for storing & transferring the material from the warehouse. Material will be shifted to the bunkers/silo by pay loaders. Hopper Installation: Installing a Silo and hopper outside the warehouse with two bays for ilmenite with a capacity of 300 ton per hour Design capacity: The design will cater to a capacity 200-300 tph enabling movement of 1800tons per shift for ilmenite. Hopper Installation: Installing a Silo and hopper outside the warehouse with single bay for Sillimanite with a capacity of 150 ton per hour.
- c) Conveyor belts shall be commissioned for transferring minerals from the bunker/silo to the hopper, must be equipped with all necessary sensors like Ultrasonic Level Sensors, Alignment sensors, belt wares and many others for safety and efficient material transfer. Dedicated mechanisms should be established for efficient loading of minerals onto the conveyor belt and to prevent any spillage and accidents. Additionally, the conveyor belt must be equipped with a pull cord accessible at a human's height, enabling immediate halting in case of emergencies or safety concerns.
- d) Ensure that minerals from the conveyor are transferred into a hopper equipped with well-designed automatic gates. Additionally, the hopper should be fitted with load cells, level sensors and any other sensors as recommended by the agency. These sensors are essential for accurate tracking & measuring of material within the hopper, ensuring a controlled and precise loading process.
- e) The hopper should be equipped with automated dispensing gates designed to facilitate the precise dispensing of the required quantity of material into the trucks. Ensure that the entire system and its processes (conveyor movement, material transfer to bunker/silo, loading into conveyor, chute gate control, dispensing gate control etc.,) can be monitored and managed through a SCADA system from the control room.
- f) The proposed SCADA system shall store operational parameters and monitor major KPIs and perform analytics. The SCADA system shall also perform root cause analysis (RCA) in case of eventuality.
- g) The agency should identify potential events (overloading, spillage, breakdowns) and install appropriate safety mechanisms to ensure an accident free and safe loading process.

BULK LOADING TO - BE



11.3.4 Handling of Bagged Products

This work package encompasses two components: a loading system for bagged products and a QR coding system for bagged products. The loading system will efficiently handle the transfer of bagged products from one location to another, while the QR coding system will provide quality information for the products in each bag.

QR Coding of bagged Products

Implement a QR coding system for bagged products with the ability to segregate non-conforming products and issuance of Certificates of Analysis (CoA) for the conforming products being loaded into trucks

- The quality information of a particular batch of products will be provided by IREL and the same needs to be encoded into each product QR Code along with other relevant information such as name of product, quantity, date of production, etc.
- The quality information along with the production quantities and details must be integrated with the presently available IREL (IITS) server for records.
- The aforementioned QR coding system should be based on a dedicated network instead, i.e., intranet to ensure reliability and security of information.

Loading of Bagged Products

Design a seamless truck loading system that requires minimal or no human intervention for the efficient loading of bagged products weighing 25 and 50 kilograms onto trucks.

- The agency must ensure that the loading process takes place outside the bagged warehouse to maintain inventory confidentiality.
- Utilize a conveyor belt system to transport bagged products from the warehouse to the loading point outside. The conveyor belt should be equipped with necessary sensors to prevent overloading and spillage of bagged products during loading. Additionally, being at a height accessible to human movement, the conveyors should be equipped with pull-chord mechanisms to ensure immediate halting in case of emergency or safety concerns. These sensors enhance safety and efficiency, preventing accidents during the loading process.

- c) Conveyors should have pull-chord switches especially if they are at a height accessible to human movement.
- d) The personnel loading the bagged products onto the conveyor must be provided with handheld scanners to ensure that only conforming products are passed to the loading point.
- e) A dedicated display at the loading point should be able to indicate the quantity and number of bags loaded into the truck based on loading scans.
- f) The system should be able to provide a Certificate of Analysis with relevant quality information for all the loaded products along with their respective quantities.
- g) The software should possess the capability to meticulously track and reconcile the quantity of loaded conforming products against non-conforming ones, thereby guaranteeing that no products are unaccounted for during the loading process.
- h) The barcoding system should be able to produce automatic periodic reports to show information such as ratio of conforming to non-conforming products, total dispatch information, order fulfillment data and other relevant information.

Handling of 1MT & 2MT Bagged Products

- a) For Garnet bagged products weighing 1 MT or 2 MT, where a conveyor belt system is impractical, the agency shall, upon request from IREL, explore alternative options in consultation with IREL.
- b) The agency may consider employing fork lifters for transportation of the bagged products outside the warehouse. Subsequently, cranes will be utilized to load the bags onto trucks.
- c) The agency is tasked with assessing and recommending the appropriate quantity and type of forklifts required for the job. IREL, at its sole discretion, may decide to purchase the forklifts based on the agency's suggestions. The agency is also responsible for aiding IREL in the procurement process, including price negotiations, while the purchase costs will be borne separately by IREL.
- d) The agency is responsible for implementing any necessary signage, markings in the warehouse, and the construction of additional infrastructure requirements, including ramps or civil works such as ground leveling, to ensure the efficient implementation of the solution.
- e) The agency's scope also includes the design of any storage systems for the fork lifters or associated equipment along with the provision of additional infrastructure requirements, such as charging points for forklifts if applicable, to ensure a seamless implementation of the solution.

11.3.5 Dashboard & Reporting Systems

The RFID-based Vehicle tracking system and network of smart CCTVs shall have the following features in the controller dashboard:

- a) A geo fencing system must be implemented for the vehicle and personnel according to their order details. The delineation of restricted areas shall be setup as per IREL's requests and operational requirements. The controller at the control room shall have the freedom to easily alter these areas following an approval from IREL.
- b) Shall automatically monitor the vehicle and generate alerts for route deviation, unauthorized halts, extended stoppages, loss of RFID detection, over speeding within premises, not reporting within the estimated ETA, etc. Additionally, an integrated mechanism for monitoring the functionality of the reverse alarm system in trucks should be incorporated.

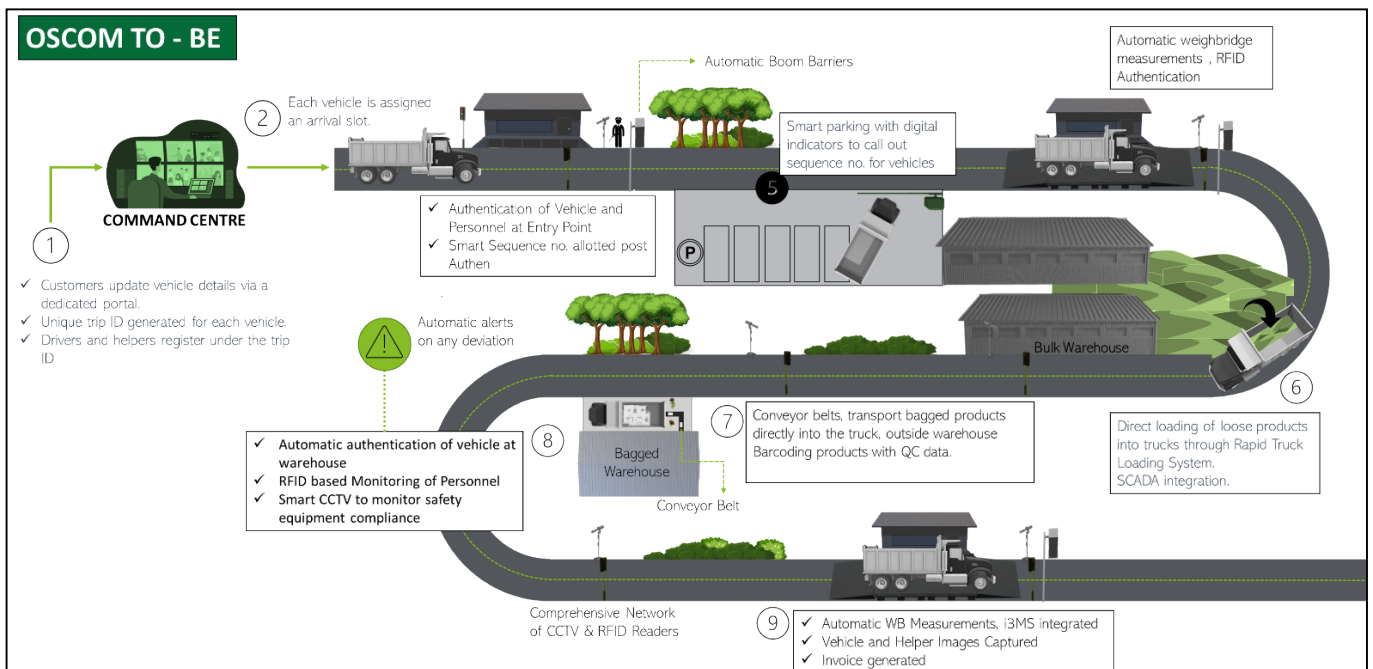
- c) Shall be capable to generate times tamped report at various checkpoints to measure and report turnaround times for each stage.
- d) Shall monitor the Personnel and detect any deviation from designated areas, prolonged stops beyond operational needs, or any suspicious activities. In such cases, instant alerts are generated and sent to the designated controller for prompt action.
- e) The smart CCTVs should be able to detect any violation in the traffic rules, breakdowns, or accidents and record the photographs of the same. The controller shall be issued immediate alerts in the event of any such incidents.
- f) Any violation of safety standards, like drivers or helpers not wearing PPEs, triggers automatic alerts. These alerts notify the controller in real-time, allowing for immediate corrective actions.
- g) The dashboard should display the vehicle's location on a map with relevant details such as Trip ID, order details, and material movement status (assigned, at parking, loading, loaded, in transit etc.)
- h) All the data recorded (visual, timestamps, order details, alerts, personnel details, weighbridge measurements etc.) right from the entry of the vehicle to the exit shall be stored for up to 60 days.
- i) Integrate data from both the bulk and bagged loading systems into the dashboard and display the material loading status as a percentage of completion on the controller dashboard for both bulk and bagged products, ensuring real-time visibility.
- j) Integrate the SCADA master station, responsible for collecting all data and displaying it through a graphical user interface (GUI), with the controller dashboard. Ensure that the controller has the capability to control all plant operations via a user-friendly control interface.
- k) Should be able to provide an array of reports, including working hour/efficiency reports, detailed activity reports, history reports (showing the path taken by the vehicle), trip-wise reports, monthly/daily monitoring summaries, dispatch volume reports, number of trips per month, monthly average turnaround time, records of critical alerts and other information deemed necessary by IREL and the Agency towards facilitating informed decision-making
- l) The agency is encouraged to proactively identify and propose any additional features that can augment the value provided to IREL's dispatch operations.
- m) IREL retains the right to introduce modifications or request additional software features that enhance its business requirements. The agency is expected to accommodate and implement these requested changes promptly.

Network for Real-time Monitoring Systems

- a) Establish a comprehensive and strategic network of RFID readers across the facility to ensure robust and precise tracking of vehicles and personnel through RFID.
- b) In addition to the RFID reader network across the facility, the agency must setup a compressive CCTV camera network across the facility ensuring complete visibility even in spots with a weak RFID signal.
- c) While leveraging existing CCTV hardware is encouraged where feasible, the agency shall determine the choice of new CCTV cameras (e.g., Bullet, Dome, PTZ type, etc.) to guarantee

optimal performance.

- d) These CCTV cameras should possess the capability to automatically detect and fulfill the reporting tasks outlined in the following section.
- e) The agency will oversee the installation and erection of essential structural hardware components, such as support pillars / mast for RFID readers and CCTV systems. Additionally, the agency will design and define the specifications for these structures, optimal performance.
- f) The entire tracking, reporting, and associated systems for activities at the OSCOM premises must operate on an intranet-based infrastructure to ensure consistent and reliable operations, given potential limitations in internet services within the area.
- g) Ensure that the Intranet network complies Industry security and state of the art firewalls and encryption protocols are implemented. The agency must determine the bandwidth requirements to ensure redundancy free operations.
- h) The intranet network shall also have all necessary features such as a secure remote from external locations, robust backup, and disaster recovery procedures to protect critical data etc.
- i) The necessary power backup arrangements are made to facilitate an uninterrupted operation. An automatic transfer switch must be installed to automatically switch between the primary power source and the backup source. This ensures a seamless transition during power interruptions.
- j) The agency must ensure that the setup is capable of performing as expected under all weather conditions suitable for IREL operations.



11.4 Scope of Services

11.4.1 Engineering

- a) Collection of all necessary data and information as required for to undertake the Front-End Engineering and Design for the project. Including preparation of specification and schedules development of layout will be mutually agreed between client and agency.
- b) Providing conceptual planning, selecting the most appropriate and state-of-the art technologies, plant, equipment, communication facilities, process control and data acquisition & communication systems.
- c) The agency shall provide detailed design, drawings, BOQs, project cost estimates and prospective vendors or contractors for each work package.
- d) Ensure all systems conform to safety standards, legal regulations, and operational requirements.
- e) The Agency also shall act as Owner's Engineer to review, approve, disapprove, or raise comments or queries on any designs and documents submitted by the contractors.

11.4.2 Tendering Services

Tendering services includes Preparation of Tender Documents, floating of tender, technical and commercial evaluation, and finalization of contracts.

Preparation of tender documents comprising:

- Detailed scope of work.
 - Technical specifications.
 - Drawings
 - Schedules
 - General conditions of contract (to be supplied by client) and Special conditions of contract.
 - Finalize the tenders in consultation with IREL
- a) Scrutiny of tenders (technical & commercial) evaluation, organizing meeting/ discussions at design office of the agency for obtaining clarifications with a view of bringing all technically acceptable tenders at par, making technical recommendations, financial evaluation and making recommendation for award of work.
 - b) Preparation of draft telex of Intent/ Letter of Intent/ Agreed variation statement with price schedule.
 - c) Preparation of documents for agreement/ contract purpose.

11.4.3 Expediting & Inspection Services

The services in general will cover all the following aspects:

- a) Assistance in procurement, expediting, inspection including arranging inspection / testing by institutional/ third party inspection.
- b) Coordination of transportation of equipment and materials from contractor's / sub-supplier's works.

- c) Assistance in negotiation and establishment of insurance covers and establishing procedures for operation thereof including lodging of initial insurance claims and follow up till settlement.

11.4.4 Project Management and Monitoring

- a) The agency shall develop a comprehensive project scope and establish formal lines of communication with the client and contractors to ensure clarity in project objectives and expectations.
- b) The agency, acting as the Owner's Representative, will manage and supervise each of the work packages and supply contracts within predefined limits of authority. This includes coordinating work packages to minimize delays and variation claims. The contract will outline the agency's authority limits, covering variations, claims settlement, breach or default waivers, and certification of final payments.

The monitoring activities of the agency include but are not limited to the following:

- a) **Timely Data and Drawing Submission:** The agency will ensure that all required drawings and data are submitted promptly, facilitating efficient project execution.
- b) **Quality Assurance:** Conduct continuous supervision and testing to uphold overall work quality, ensuring adherence to standards and specifications. The Agency must oversee all field and laboratory quality tests conducted by the Contractors, verifying and certifying the test results.
- c) **Progress Monitoring:** The agency will closely monitor work progress, equipment delivery, and commissioning schedules to keep the project on track. The agency is required to prepare and submit Monthly progress reports to IREL, ensuring transparent insights into project advancements.
- d) **Agency Coordination:** Coordination meetings among key stakeholders, including the consulting engineer, client, and contractors, will be organized to foster collaboration and address project challenges promptly.
- e) **Project Cost Reviews:** Regular project cost review meetings with agencies and the client will be conducted to identify cost-related opportunities and challenges.
- f) **Client Support:** Special assistance will be provided to the client for streamlined time monitoring information submission, enhancing project oversight and control.
- g) **Certify Bills submitted by Contractors:** The Agency's scope also includes to verify the drawings submitted by the turnkey contractors engaged for the Project and certify the bill/invoices of the contractors engaged for the Project as Owner's Engineer.

11.4.5 Commissioning and Acceptance

- a) **Operation and Maintenance Manuals:** The contractor shall review and ensure the completion of operation and maintenance manuals for all packages and systems included in the project.
- b) **Co-ordination and Participation:** The agency will actively coordinate with all relevant agencies and departments involved in the project and actively participate in the start-up, trials, and initial operation of each work package.
- c) **Testing and Commissioning Schedules:** The agency shall finalize the schedules for testing, commissioning, and guarantee tests. They will participate in all tests and sign all related

documents pertaining to testing, commissioning, and performance tests until the issuance of the final acceptance certificate.

- d) Document Management: The agency shall prepare a comprehensive list of all drawings and documents based on the drawing list finalized with the respective EPC contractors. The agency must ensure that the contractors submit all required documents, including designs, safety, and operation & maintenance manuals, necessary for the handover/takeover of any unit or package. The agency will also verify the completeness and correctness of these documents before the handover/takeover process.
- e) Commissioning Certificate: The contractor shall obtain a certificate from the client indicating the successful commissioning of the project and its continuous and reliable operation.

11.4.6 Documentation

- a. Prepare and maintain comprehensive project documentation, including reports, drawings (as built), and records. Ensure documentation complies with industry standards and project requirements.
- b. Party shall prepare the DPR and submit to IREL as clearly defined in Article 17, point no. 17.8 & 17.9.

11.4.7 Contract Closure

Facilitate the orderly closure of the project and ensure all deliverables are completed and handed over. Conduct a project review to evaluate project performance against objectives and submit a report. Any other scope of work/services which are not specifically mentioned in the tender documents/contract but required for the completeness of the subject work shall be in the scope of the agency and agency to quote accordingly.

11.4.8 Short Closure

IREL reserves the right to short close the contract based on the outcome of project viability w.r.t Sl. No. 1 to 5 of milestone & deliverables (Appendix-12) and DPR. Accordingly the contract will be short closed/ terminated based on the directives of IREL. In this regard please refer to Article 10 point no. 10.7.

Appendix 12 DURATION AND DELIVERABLES

12.1 Duration of Work

The Agency shall fulfill all obligations under this contract within eighteen (30) months from the Effective Date of the Agreement, unless mutually agreed upon otherwise between IREL and the Agency. The Agency shall meticulously work out the detail and submit the detailed schedule of activities to IREL within 2 months of award of contract. In case of any delay not attributable to the Agency; these timelines may be suitably extended as directed by IREL.

12.2 Deliverables

The milestones and deliverables sought from the EPCM Agency are as follows:

	Milestones & Deliverables	Timeline
	Phase 1: Planning and Approval	
1	Placement of work order for Commencement of services by the EPCM agency)	T1
2	Submission of Project Schedule (Overall network including procurement engineering & tendering schedule) and Basic Engineering- Deliverable: Project schedule and basic engineering for each package	T1 + 2 months
3	Submission of Technical Specifications- Deliverable: submission of the technical specification for all work packages, draft designs, drawings, layouts for each package .	T1 + 3 months
4	Acceptance of Finalized Designs -Deliverable: Acceptance of final Design, Drawings, Layouts pertaining to the work packages and submission of draft DPR.	T1 + 5 months
5	Submission of Final Terms of Reference, BOQ and technical criteria after acceptance by IREL for Selection of Contractor to undertake the implementation work and submission of final DPR	T1 + 7months
6	Acceptance of DPR by IREL for further activities	15 days
7	T2: Finalization of tender for individual packages: completion of tendering services including preparation, issuing and evaluation and submission of technical and commercial recommendations for each package and award of contract	T1+12 months
	Phase 2: Implementation and Commissioning	
8	Commissioning and Final Acceptance Deliverable: Issuing of commissioning certificate and Final Acceptance Certificate (FAC) for each package.	T2 + 18 months

- The EPCM agency is expected to meticulously work out the details and submit a detailed schedule of activities to IREL within 2 months of award of contract. Any delays not attributable to the agency may result in extension of timelines as directed by IREL.
- Based on the outcome of the DPR, IREL would intimate the agency for carrying out further activities mentioned beyond sl.no. 5 of milestones & deliverables. After issuance of written confirmation from IREL, agency will proceed for further activates.

Appendix 13 Summary of Concurrent Commitments

SUMMARY OF CONCURRENT CONTRACT

COMMITMENTS / WORKS IN PROGRESS

Sl. No.	Organization	Name of Work	Value of Contract	Value executed till last month	Balance value to the executed
1					
2					
Total of all balance value					
Average financial turnover (last 3 financial years)					

NOTE:

Tenderer shall provide information on their current commitment on all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which, full completion certificate has yet to be issued.

(Signature of Authorized Signatory with seal Name, Designation, Date, Place)

Appendix 14 DRAFT AGREEMENT

[To be printed on non-judicial stamp paper of appropriate value]

DRAFT AGREEMENT FOR IMPLEMENTATION OF AN INTEGRATED CARGO MANAGEMENT SYSTEM AT OSCOM FACILITY

THIS AGREEMENT No made on this day
of [Month] Two Thousand and Twenty-Three in [Place], India

BETWEEN

IREL (India) Limited incorporated under the Companies Act, 1956/2013 and having its registered office at PLOT NO. 1207, VEER SAVARKAR MARG, NEAR SIDDHI VINAYAK TEMPLE, PRABHADEVI, MUMBAI-400028, INDIA and having one of its operating units in Orissa Sand Complex (OSCOM) located at Chatrapur, Ganjam District, Odisha hereinafter referred to as "**OSCOM**", which term or expression unless excluded by or repugnant to the context or the meaning thereof shall be deemed to include its successors and permitted assigns, OF THE ONE PART,

AND

..... (**Name of Company of
Selected Bidder**), an agency organized and existing under Companies Act 1956/20131 and having its Registered / Principal Office at (hereinafter referred to as "**Agency**"), which term or expression unless excluded by or repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns, OF THE OTHER PART.

AND WHEREAS

- A. IREL (India) Limited intends to implement an Integrated Cargo Management System which broadly encompasses a RFID-based Vehicle Traffic Management System, Barcoding system with Quality information for bagged products, RFID based ID cards for personnel movement tracking, Smart CCTV based monitoring system, man-less truck loading solutions and an integrated reporting dashboard.
- B. As part of this endeavor, IREL (India) Limited has decided to appoint an EPCM Agency for the implementation of an Integrated Cargo Management System.(hereinafter referred to as "**PROJECT**")
- C. IREL (India) Limited had floated a EOI number dated..... wherein [Name of Selected Bidder] had participated and met the qualification requirements and other terms and conditions. IREL has accepted the Bid submitted by the [Name of Selected Bidder] and now appoints it as Agency, on the terms and conditions for the aforesaid arrangement as specified in the EOI

and Agreement, to undertake Works.

- D. The Agency warrants that it is having requisite competence in the business, inter-alia of, and intends to undertake engineering, procurement, fabrication, inspection, transportation, insurance, storage, handling, removal of debris, construction, installation, erection, testing, commissioning, and demonstration of guarantee of any construction, software's, equipment and associated facilities in relation to the work packages of the project "Integrated Cargo Management System" and as per the terms and conditions of the EOI and more particularly those appearing hereinafter;
- E. The Agency warrants that it has satisfied itself to the site conditions and has acquainted itself in general with all local conditions, workability on the site, facility for transport & storage of materials, availability of labour and materials and all its responsibilities for compliance to Applicable Laws and regulations and has obtained all other information on its own both as to risk, contingencies & other circumstances which may influence or affect the work and other requisites for proper execution of the Agreement after due inspection of site and surrounding and scrutiny of other related factors, probable contingencies.

Article 1 Duration of Agreement

1.1 This Agreement shall take effect from the Effective Date of the Agreement and shall remain in force for a total period of 30 months of which initial 5 months would be for design, drawing, layout, pertaining to work packages as mentioned in the scope of work. Following this, the party has to prepare final terms of Reference, BOQ and technical criteria after acceptance by IREL for Selection of Contractor to undertake the implementation work and submission of final DPR in next 2 months. Based on outcome of the DPR, the party shall finalize the tender for individual packages (5 nos.) in the next 5 months. The subsequent 18 months are dedicated to executing all works and successfully commissioning all work packages. However, the time taken by IREL for providing approvals on deliverables shall not be considered as part of the duration of the agreement. In case of any delay on account of obtaining statutory clearances for the project, which results in delay of commencement of construction work by the contractor, the duration of agreement shall be extended suitably.

1.2 IREL reserves the right to exercise "reserve powers" to manage and direct the project, including approval of systems and procedures, urgent protection of people and property, bid document issuance, awarding contracts, approving variations, and addressing major impact events for the project's success and compliance with regulations.

Article 2 Security Deposit

2.1 The EPCM Agency shall submit, within 14 days from the issuance of LOI or at the time of signing of Agreement, whichever is earlier, a Security Deposit (the "**Security Deposit**") in the form of bank guarantee, for an amount equal to five percent (5%) of the base contract Value.

2.2 Bank guarantee shall be as per format given in Annexure-I, valid for Thirty (30) months from the date of issue with an additional claim period of Ninety (90) days and shall be issued from any Scheduled Bank. The Bank Guarantee shall be extended suitably in case of delay in completion of services. Other instruments for Security Deposit in place of bank guarantee shall be in favor of "**IREL (India) Limited**" payable at Matikhalo, Chatrapur.

2.3 In case the Security Deposit is not furnished within the stipulated period, IREL shall be at liberty to initiate suitable action, as deemed fit against the EPCM Agency including cancellation of the contract awarded to the EPCM Agency.

2.4 IREL shall be at liberty to deduct and/or appropriate from the Security Deposit such sums as are due and payable by the EPCM Agency to IREL under the contract, and the amount so deducted and/or appropriated from the Security Deposit, towards such sums due from the EPCM Agency, shall be restored by the EPCM Agency within a period of thirty (30) days of IREL notifying the EPCM Agency of such a deduction. In case of breach of any of the terms of this Agreement, IREL, at its sole discretion and without prejudice to its other rights, may encash the entire Security Deposit without assigning any reasons to the EPCM agency.

2.5 The Security Deposit shall not bear any interest.

2.6 Forfeiture of Security Deposit

2.6.1 The Security Deposit shall stand forfeited in favor of IREL, without any further notice to the EPCM Agency in the following circumstances:

2.6.2 In case of any failure whatsoever on the part of the EPCM Agency at any time during performance of his part of the Agreement including the extended periods of the Agreement, where notice is given and time for rectification allowed.

2.6.3 If the EPCM Agency indulges at any time in any subletting/ sub-contracting of any portion of the Works without approval of IREL.

2.6.4 If the EPCM Agency abandons the Agreement.

Notwithstanding anything in the Agreement, the refund of the Security Deposit, shall be subject to IREL's right to deduct its dues which are payable by the EPCM Agency to IREL.

2.7 The Security Deposit shall be released (without any interest) only after completion of the Agreement Period/short closure and on submission of "**No Dues Certificate**" by the EPCM Agency obtained from IREL and compliance of statutory provisions after deduction of any dues from the EPCM Agency arising out of any claim by IREL on the EPCM Agency.

2.8 No Dues Certificate shall be obtained by the EPCM Agency after the COD is achieved by submitting a written request to IREL.

2.9 No Dues Certificate shall be issued by IREL, duly countersigned by their authorized representative or signatory, after ensuring that no amounts are recoverable from the EPCM Agency.

Article 3 Performance Bank Guarantee

3.1 Performance Bank Guarantee

3.1.1 The Agency shall, for the performance of its obligations hereunder, provide to IREL, within 15 (fifteen) days from issue of final acceptance certificate (FAC), an irrevocable and unconditional guarantee, for an amount equal to 10% of the Agreement Value, from any Scheduled Bank in the form set forth in Annexure-II (the "Performance Bank Guarantee").

3.1.2 The Performance Bank Guarantee shall valid until 60 (sixty) days post the expiry of the Liability Period specified in Article 7, with an additional claim period of 3 (three) months beyond the validity of Performance Bank Guarantee.

3.1.3 Until such time the Performance Bank Guarantee is provided by the Agency pursuant hereto and the same comes into effect, the Security Deposit shall remain in force and effect, and upon such provision of the Performance Bank Guarantee, IREL shall release the Security Deposit to the Agency.

3.1.4 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that in the event of failure of the Agency to provide the Performance Bank Guarantee in accordance with the provisions of Sub-clause 3.1.1 and within the time specified therein or such extended period as may be provided by IREL, in accordance with the provisions of Sub-clause, IREL may encash the security deposit and appropriate the proceeds thereof as

Damages, and thereupon all rights, privileges, claims and entitlements of the Agency under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Agency, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

3.2 Appropriation of Performance Bank Guarantee

- 3.2.1 In accordance with, IREL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Bank Guarantee the amounts due to it as Damages.

3.3 Release of Performance Bank Guarantee

- 3.3.1 IREL shall release the Performance Bank Guarantee, without any interest, within 30 (thirty) days of the expiry of the claim period of the Performance Bank Guarantee, as the case maybe, under this Agreement. Notwithstanding the aforesaid, the Parties agree that IREL shall not be obliged to release the Performance Bank Guarantee until all Defects identified during the Liability Period, have been rectified.
- 3.3.2 No claims or correspondence on this Contract shall be entertained by IREL after 90 (ninety) days after expiry of the performance guarantee (from the date of final extension, if any.)

Article 4 Payment Milestone

4.1 The following Payment Schedule will be adopted for paying the contract value payable to the Consultant:

SN	Milestone Description	Payment
1.	On approval of Project Schedule (Overall network including procurement engineering & tendering schedule)	5%
2.	On submission of the technical specification for all work packages	10%
3.	Acceptance of final Design, Drawings, Layouts pertaining to the work packages and submission of draft DPR	5%
4.	Submission of Final Terms of Reference, BOQ and technical criteria after acceptance by IREL for Selection of Contractor to undertake the implementation work and submission of final DPR.	10%
5.	On completion of tendering services including preparation, issuing and evaluation and submission of technical and commercial recommendations for each package and award of contract	05%
6.	Supervision of development of work packages undertaken by contractors	50% (In 4 equal installments of 12.5% each based on every 25% physical progress under the EPC Contractor's scope of work as certified by IREL / Independent Agency appointed by IREL)
7.	Ensuring successful completion, commissioning and complying the requirement as described in Article 15 and after submission of PBG as per Article 3	15%

4.2 Payment for supervision of development work packages undertaken by contractors shall constitute 50% of the total payable amount. This 50% shall be allocated by the consultant to each individual work package based on its supervision requirements. If deemed necessary, the number of payment installments may be increased during the tendering process only

4.3 Disbursements for work package supervision will be contingent upon the individual progress achieved in each work package. The agency must explicitly state the name of the relevant work package when entering the fees for the services to be rendered by the EPCM agency.

4.4 As the agency is expected to provide advisory services to IREL regarding the scope of work packages, it is acknowledged that the scope may be subject to revisions by the consultant in the

future. Therefore, it is incumbent upon the consultant to name each work package accurately according to the work it encompasses and ensure the same nomenclature is employed during the submission of technical specifications for each package.

Article 5 Execution and Completion of Project

5.1 The Agency shall seek an explicit prior written approval from IREL for any significant contractual deviations or if the anticipated project cost exceeds 25% of the cost stipulated in the accepted DPR. (or exceeds an overrun threshold as mutually agreed upon later). Failure to obtain the necessary approval for the aforementioned contractual deviations or cost overruns shall be deemed a failure on the part of the Agency and the relevant Clauses pertaining to failure on the Agency part, including sub-clause 10.2.1 and 10.2.2 under Article 10 of this agreement, may be invoked.

5.2 If, at any stage during the execution of the contract, it is determined that the project cost exceeds or is anticipated to exceed more than 25% of the cost stipulated in the accepted DPR submitted by the Agency or exceeds an overrun threshold as mutually agreed upon later, IREL shall have the right to deduct appropriate LD in accordance with Clause 7.1.2, to account for any costs incurred beyond the overrun threshold. In such an event IREL at its sole discretion also reserves the right to suspend the contract in accordance with Clause 10.2 under, Article 10 of the Contract.

5.3 The Agency shall ensure that the EPC Contractor completes the implementation of the work package, within a stipulated period of 30 months from the Commencement Date of the Agreement.

5.4 The Agency shall adhere to the Implementation Plan and shall ensure no delay due to any reason whatsoever, other than Force Majeure and subject to IREL fulfilling its obligations under this Agreement

5.5 The Agency shall ensure that all the personnel / employees engaged by them in Supervision of works shall follow all the safety rules as applicable on the EPC Contractor as per Standard industry norms and IREL safety guidelines.

5.6 The Agency shall have strict compliance of all Safety provisions / norms of IREL at Site.

Article 6 Billing and Payment

6.1 Subject to the provisions of this Agreement, IREL shall pay to the EPCM agency percentage of the contract value payable after completion of a Project Milestone as specified after adjusting for Liquidated Damages and other recoveries etc., if any.

6.2 The EPCM Agency shall raise invoice as per the milestones specified herein and shall state the amount billed accompanied by the following:

6.2.1 Deliverables submitted for each Project Milestone along with IREL's approval for the same.

6.2.2 The net amount payable under the monthly invoice.

6.3 The payment shall be made by IREL within thirty (30) days after verification of the documents submitted by the Agency with the invoice.

6.4 The EPCM Agency shall give an undertaking in non-judicial stamp paper that it shall not have any further claim from IREL after the payment of final bill. In the event of acceptance by the EPCM Agency of the final bill in full and final settlement of Agreement, the Agreement shall be deemed to have come to an end and there after the EPCM Agency shall be stopped from raising any dispute what so ever of the said Agreement. Submission of conditional acceptance/undertaking by the Agency shall render the final bill (along with other dues) pending, for which the EPCM Agency shall be solely responsible.

6.5 Taxes and Duties

While the Agreement Value shall constitute the consideration under the Agreement, the payment of taxes and duties shall be reimbursed on actual against documentary evidence.

6.5.1 The amount of Goods and Services Tax (GST) as applicable/assessed on the Agreement Value under this Agreement shall be paid separately by IREL; however, in case of delay in submission of GST by EPCM Agency to relevant tax authority IREL shall have the right to withhold further payment of GST until the GST submission is regularized by the EPCM Agency.

6.5.2 It shall be sole responsibility of the EPCM Agency to ensure that all kinds of taxes/duties/levies are deposited by it, in time and in the prescribed manner, with the concerned taxation authorities and IREL shall not bear any responsibility, whatsoever, with regard to non/delayed payment of taxes/duties/levies by the EPCM Agency to the concerned taxation authorities.

6.5.3 In case the Government subsequent to the Effective Date of Agreement imposes any new tax, duty or levy, the same shall be reimbursed, if applicable, on production of relevant statutory documentary evidence. Further, in case of variation (increase/decrease) in the rate of tax, duty or levy after the Effective Date of Agreement, the said varied rate shall be reimbursed/recovered on production of relevant statutory documentary evidence.

6.5.4 Any increase/decrease in taxes and duties on account of statutory increase/decrease/fresh imposition of any duty or taxes which take place during the extended period of Agreement shall be admissible/availed of, provided it is admissible against these levies.

6.5.5 In case of waiver/concession of statutory taxes and duties admissible under law/act., for which EPCM Agency shall make sincere efforts, the benefit of the same shall be passed on

6.5.6 The EPCM Agency shall comply with the provisions of the Goods and Services Tax (GST) laws and rules framed thereunder and the orders or instructions issued in this behalf by the appropriate authorities. The EPCM Agency shall also make available the records to the appropriate taxation authorities as and when required.

6.5.7 The EPCM Agency shall bear all kinds of tax/penalty/interest etc. imposed by taxation authorities for non-observance of the taxation laws and procedures and IREL shall not bear any liability or responsibility, whatsoever, in this regard.

6.6 Income Tax

6.6.1 Tax deduction at source (TDS) shall be made towards income tax from all the invoices of the EPCM Agency at rates applicable as per income tax act and rules.

Article 7 Penalties & Damages

7.1 Liquidated Damages (LD) against delay

7.1.1 If the EPCM Agency fails in meeting any Project Milestone related to the Design, layout and preparing specifications for the project, Integrated Cargo Management System project as mentioned in the EOI, then the EPCM Agency shall pay IREL liquidated damages of amount equivalent to zero point five percent (0.5%) of the allocated contract value (Basic amount without tax) for delay by each week or part thereof following the scheduled Project Milestone.

7.1.2 In no event shall the EPCM Agency be required to pay more than ten percent (10%) of the allocated contract value as LD under this Clause.

7.1.3 Subject to Clause 5.2.3, IREL reserves the right, in accordance with Clause 7.1.2, deduct the applicable Liquidated Damages to offset any unjustifiable expenses for which IREL has previously made payments, unless prior written approval has been obtained from IREL.

7.1.4 The EPCM Agency shall not in any event be obligated to pay any Liquidated Damages under this Clause during any period for which a Project Milestone is delayed as a result of any event of Force Majeure.

7.2 Liability Period

7.2.1 The Agency shall be responsible for all the Defects and deficiencies, except usual wear and tear in the Project or any Section thereof, till the expiry of a period of 1 (one) year commencing from the date of issue of Final Acceptance Certificate. (the "Liability Period").

7.3 Liability for Failure of Engineering

7.3.1 The agency must guarantee that the work executed within their scope is free from defects and suitable for its intended purposes. Should any fault, error, or omission arise in connection with the technical studies or engineering tasks, within the Liability Period, for reasons attributable to the agency within the scope of their Work, the agency shall furnish corrective technical studies/engineering as may be required without any additional cost to IREL immediately but not later than 30 days from the date of notice of such fault, error, or omission by the client to the agency.

7.3.2 Furthermore, any consequential modifications, repairs, or replacements of structures or equipment necessitated by these faults, errors, or omissions shall be the responsibility of the agency. The total cost and fee for such modifications, repairs, or replacements shall be limited to 3% (Three percent) of the total fees, to be borne by the agency.

7.4 Notwithstanding anything stating herein, the EPCM Agency's total cumulative liability on all accounts including liability due to delay as per Clause 7.1 and liability for engineering guarantee as per Clause 7.3 shall be limited to 10% (Ten Percent) of the total fee received by EPCM Agency.

Article 8 Indemnity

- 8.1 The EPCM Agency ("**Indemnifying Party**") shall indemnify IREL ("**Indemnified Party**") against any claim or damage, demand and any other expenses incurred by IREL for defending such claims / demand made by any authority due to the commission, omission, and negligence on the part of the EPCM Agency in complying with any of the statutory provisions, being the owner of the Project.
- 8.2 Without prejudice to the generality of this Clause, the Indemnifying Party shall indemnify, and keep the Indemnified Party indemnified against any claim, damages, compensation proceeding, suit and any award rendered in any such suit or proceeding where such claim, proceeding, suit arises out of or in relation to:
- 8.2.1 Violation or breach of any Applicable Law as may be applicable to the Agreement which may arise out of or in consequence of the Construction or maintenance or performance of the Works under the Agreement.
- 8.2.2 Breach of any conditions imposed by all and any Government Approvals in relation to the Works or any part thereof.
- 8.2.3 Any accident or injury caused to any Third Party, any employee of the Indemnified Party, where such accident or injury is directly or indirectly attributable to any act, omission or negligence on the part of the Indemnifying Party, its agents, representatives or employees.
- 8.2.4 Any damage or loss of any property, real or personal, to the extent that such damage or loss arises out of or in the course of or by reason of the execution and completion of the Works and the remedying of any defects by the EPCM Agency.
- 8.2.5 Any breach of their presentations and warranties provided herein.
- 8.2.6 Any sum payable by IREL to EPCM Agency for any breach of the Agreement or otherwise which is directly or indirectly attributable to the acts and /or omission of the EPCM Agency, its agents, representatives, or employees under this Agreement.
- 8.2.7 The Agency shall fully indemnify IREL from and against all claims and proceedings for or on account of any infringement of any patent right, design, trade mark or name or other protected rights in respect of all works to be performed for or in connection with the contract.
- 8.2.8 The EPCM Agency shall indemnify IREL and keep IREL indemnified to the extent of the value of free issue materials to be issued till such time the entire Agreement is executed and proper account for the free issue materials is rendered. The EPCM Agency shall not utilize the IREL's free issue materials for any job other than the one contracted out in this Agreement and also not indulge in any act, commission or negligence which shall cause/result.
- 8.2.9 In any loss/damage to IREL and in which case, the EPCM Agency shall be liable to IREL to pay compensation to the full extent of damage/loss and undertakes to pay the same.

Article 9 Force Majeure

- 9.1 "**Force Majeure**" is an event beyond the control of EPCM Agency and not involving the EPCM Agency's fault or negligence and which is not foreseeable. Such events may include but are not restricted to acts of IREL/EPCM Agency either in its sovereign or contractual

capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes or any other event which IREL may deem fit to consider so. The decision about Force Majeure shall rest with IREL that shall be final and binding. Force Majeure clause has to be compulsorily embedded in the order.

- 9.2 If there is delay in performance or other failures by the EPCM Agency to perform obligations under this Agreement due to event of a Force Majeure, the EPCM Agency shall not be held responsible for such delays/failures.
- 9.3 If a Force Majeure situation arises, the EPCM Agency shall promptly notify IREL in writing of such conditions and the cause thereof within fifteen (15) days of occurrence of such event. Unless otherwise directed by IREL in writing, the EPCM Agency shall continue to perform its obligations under the Agreement as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 9.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding 120 days, IREL may extend its option to terminate the contract without any financial repercussion on either side.
- 9.5 Any delay or non-performance by either Party hereto caused by the occurrence of any event of Force Majeure shall not:
- 9.5.1 Constitute a default or breach of the Agreement.
- 9.5.2 Give rise to any claim for damages or additional cost or expense occasioned thereby.

If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

Article 10 Breach of Terms, Suspension and Termination

10.1 Breach of Terms

10.1.1 Should either Party here-to commit breach of any of the terms of this Agreement and in any such case the other Party, shall be entitled, without incurring any liability what-so-ever, to fore-bear from doing such acts or fulfilling such obligations as are to be done or fulfilled by it here under until the Party committing breach on terms herein makes good the said breach.

10.2 Suspension

10.2.1 IREL may suspend the Works in whole or in part at any time by giving the EPCM Agency a notice in writing, if the EPCM Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Works, provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the EPCM Agency to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the EPCM Agency of such notice of suspension.

10.2.2 On receiving the notice of suspension from IREL, the EPCM Agency shall stop all such work, which IREL has directed to be suspended with immediate effect. IREL may at any time cancel the suspension notice for all or any part of suspended work by giving written notice to the EPCM Agency specifying the part of work to be resumed and the effective date of suspension withdrawal. The EPCM Agency shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice. In the event of suspension of work, IREL shall not be liable to the EPCM Agency for any damage and loss.

10.3 Temporary Suspension in case of delay:

10.3.1 In case of any delay on account of obtaining statutory clearances for the project resulting in delay of commencement of construction work by the contractor, while expecting to get the clearances in near future or otherwise, IREL may at any time at its sole discretion temporarily hold the progress of work being performed under the contract or any part thereof by notice in writing to the EPCM Agency. All the works held shall be resumed by the EPCM Agency and extended suitably for the period amounting to temporary suspension based on a schedule as directed by IREL and mutually agreed upon between the EPCM Agency and IREL.

10.3.2 IREL will not pay the EPCM Agency for any work, which is performed during such an interval of suspension, and the IREL shall not be liable to the EPCM Agency for any damages or loss caused by such suspension of work.

10.3.3 The timeline for the temporary suspension due to delay in obtaining statutory clearance shall be as below:

- (i) Up to 6 months after completion of design, preparation of layout and specifications: The contract can be temporarily suspended for the period as mentioned in accordance with clause 10.3.1 and 10.3.2.
- (ii) More than 6 months and up to 12 months after completion of design, preparation of layout and specifications: The decision on suspension or extension of contract will be based on the mutual agreement between IREL and the EPCM Agency.
- (iii) More than 12 months after completion of design, preparation of layout and specifications: The contract can be terminated if desired and requested by IREL or EPCM Agency.

10.4 Event of Default

Event of Default means the EPCM Agency Event of Default or the IREL Event of Default or both as the context may admit or require.

10.4.1 EPCM Agency Event of Default

Any of the following events shall constitute an event of default by the EPCM Agency ("**EPCM Agency Event of Default**") unless such event has occurred as a result of IREL Event of Default or a Force Majeure event.

- a. the EPCM Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 10.2.1 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as IREL may have subsequently granted in writing
- b. The EPCM Agency fails to commence the Works within twenty-one (21) days from the Effective Date.
- c. The EPCM Agency fails to ensure that completion of implementation of project, Integrated Cargo Management System is achieved within (18) months from the Commencement of implementation works at site by the EPC contractor.
- d. Any representation made or warranties given by the EPCM Agency under this Agreement is found to be false or misleading.
- e. The transfer, pursuant to law of either (a) the rights and/or obligations of the EPCM Agency under the Agreement, or (b) all or material part of the EPCM Agency; except where such transfer in the reasonable opinion of IREL does not affect the ability of the

EPCM Agency to perform, and the Agency has the financial and technical capability to perform, its material obligations under the Agreement.

- f. The EPCM Agency suspends or abandons the Works without prior consent of IREL, provided that the EPCM Agency shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under this Agreement by IREL.
- g. The EPCM Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- h. The EPCM Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 11.1 hereof.
- i. The EPCM Agency submits to IREL a statement which has a material effect in the rights, obligations or interests of IREL and which the EPCM Agency knows to be false;
- j. Any document, information, data, or statement submitted by the Agency in its EOIs, based on which the EPCM Agency was considered eligible or successful, is found to be false, incorrect, or misleading; or
- k. The EPCM Agency repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.

10.4.2 IREL Event of Default

The following events shall constitute events of default by IREL ("**IREL Event of Default**"), unless any such IREL Event of Default has occurred as a result of EPCM Agency Event of Default or due to a Force Majeure Event:

- a. IREL is in breach of this Agreement and has failed to cure such breach within sixty (60) days of receipt of notice in that behalf from the EPCM Agency.
- b. IREL repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- c. Any representation made or warranties given by the IREL under this Agreement is found to be false or misleading.

10.5 Recourse to Event of Default

10.5.1 In case of an event of default, the following recourse is available to IREL and the EPCM Agency or both as the situation may warrant:

- a. In case of occurrence of Event of Default mentioned in Clause 10.4.1.b and 10.4.1.c, the EPCM Agency shall have an option to ask for extension from IREL specifying the conditions that have restricted the EPCM Agency to complete the tasks in stipulated time. However, IREL's decision on said matter shall stand final as the case may be.
- b. In case of occurrence of Event of Default mentioned in Clause 10.4.1.a, 10.4.1.d, 10.4.1.e, 10.4.1.f, 10.4.1.g, 10.4.1.h, 10.4.1.i, 10.4.1.j and 10.4.1.k IREL shall have the option to seek Termination of contract. The Termination shall be governed by Clause 10.6 of this Agreement.
- c. In case of occurrence of Event of Default mentioned in Clause 10.4.2, the EPCM Agency shall have an option to seek Termination of this Agreement. In seeking the

Termination of the Agreement, the Agency would have to clearly demonstrate that the Event of Default has occurred despite all possible steps taken by EPCM Agency to avoid Termination. The Parties shall mutually decide the modalities of Termination.

10.6 Termination due to EPCM Agency Event of Default

10.6.1 Without prejudice to any other right or remedy which IREL may have in respect thereof under this Agreement, upon the occurrence of an EPCM Agency Event of Default, IREL shall be entitled to terminate this Agreement by issuing a Termination Notice (the "**Termination Notice**") to the EPCM Agency, provided that before issuing the Termination Notice, IREL shall by a notice in writing inform the EPCM Agency of its intention to issue the Termination Notice (the "**Preliminary Notice**"). In case the underlying breach/default is not resolved within a period of sixty (60) days from the date of the Preliminary Notice, IREL shall be entitled, to terminate this Agreement by issuing the Termination Notice. Provided further, that IREL shall be entitled to forfeit the Security Deposit.

10.6.2 Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses

10.5.1.b or 10.5.1.c hereof, the EPCM Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Works to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

10.7 Termination due to rejection of DPR or Cost-overruns

10.7.1 IREL shall conduct a thorough review of the DPR submitted in accordance with Clause 17.8 and 17.9 of the EOI, taking into account the projected costs and expected project benefits. If, in the sole discretion of IREL, the submitted DPR does not meet the satisfaction of IREL, or if IREL determines that the anticipated costs are higher than IREL's expectations, IREL reserves the right to reject the DPR.

10.7.2 If, even after the submission of the revised DPR, IREL is not satisfied with the proposed solutions or if the projected costs remain higher than deemed acceptable by IREL, IREL may terminate the contract in accordance with the termination provisions outlined in this agreement.

The decision of IREL to accept or reject the DPR in accordance with Clause 10.7.1 shall be final and binding, and the Agency shall have no claim or recourse against IREL for any losses or damages arising from such decisions.

10.8 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 10.5.1.b, 10.5.1.c and Clause 10.7 hereof, IREL shall make the following payments to the EPCM Agency (after offsetting against these payments any amount that may be due from the EPCM Agency to IREL):

- a. Remuneration pursuant to Article 3 hereof for Works satisfactorily performed prior to the date of termination.

10.9 Disputes about Events of Termination

10.9.1 If either Party disputes whether an event specified in Clause 10.4.1 or in Clause 10.4.2 or hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 10.2 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

Article 11 Resolution of Disputes

11.1The EMPLOYER and the EPCM AGENCY shall make every effort to resolve amicably by direct informal, good faith negotiations any disagreement or dispute arising between them under or in connection with the Contract.

11.2If, after thirty days from the commencement of such informal, good faith negotiations, the EMPLOYER and the EPCM AGENCY have been unable to resolve the disagreement or dispute, the same shall be referred for resolution as per the formal mechanism as specified hereunder shall be applicable.

11.3The EPCM AGENCY shall be, in all respects is construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being.

11.4Arbitration and Jurisdiction

11.4.1All disputes and differences of any kind whatsoever arising out of or in connection with the contract or carrying out of the works (whether during the course of works or after their completion and whether before or after determination, abandonment, or breach of contract) shall be referred to and settled by the person authorized and notified in writing by IREL who shall state his decision in writing. Such a decision may be in the form of a final certificate or otherwise, within a period of 30 days from the date of receipt of such reference to them.

11.4.2If the EPCM Agency is dissatisfied with the decision of such authorized person, then he may within 30 (thirty) days of receipt of such decisions end a written appeal to IREL, represented by the Chairman and Managing Director at the registered office, Mumbai for Arbitration, in accordance with the provisions of the Arbitration and Conciliation Act and the Rules framed there under from time to time, and for the time being in force. Such written appeals should however specify only those matters in dispute, which have been referred to such authorized person but not satisfied with the decision and the reasons leading to his dissatisfaction. It is made clear that this Arbitration Clause shall be applicable to any and all disputes and differences between the Parties arising out of and/or relating to this CONTRACT and the Parties shall be bound to refer the same to arbitration in accordance with the procedure contemplated herein.

11.4.3If the period of 30 (thirty) days has expired at any stage, stipulated in the preceding paras without any response from the EPCM Agency before such expiry, the EPCM Agency is deemed to have communicated his satisfaction to the decision of IREL at the relevant stage and all his rights of further appeal or as the case may be, adjudication is deemed to have been waived once and for all.

11.4.4The seat of arbitration will be at Mumbai and only the appropriate Court coming under High Court of Mumbai will have jurisdiction to entertain all matters of litigation to the exclusion of all other courts.

11.4.5Notwithstanding the invocation, commencement and/or pendency any dispute resolution proceedings under this Clause 11 including arbitration under Clause 11.4, the EPCM AGENCY shall continue to be bound by the provisions of the CONTRACT, if not terminated by the EMPLOYER, and shall be obligated to discharge its obligations under the CONTRACT including continuation of the WORK under the CONTRACT.

11.4.6The EPCM Agency shall not in any way delay or default or cause to delay or default the carrying out of the works by reason of the fact that any matter has been agreed to be referred to and / or referred to Arbitration.

Article 12 Conditions Precedent

12.1 Effective Date of the Agreement

12.1 This Agreement shall be deemed to have come into effect on the date of signing of the Agreement (the “**Effective Date**”) which shall be within twenty-one (21) days from the date of receipt of LOI. However, the roles, responsibilities, warranties, obligations and other terms and conditions as mentioned in the Agreement shall be deemed to have come into effect from the date of acceptance of LOI.

12.3 Conditions Precedent of IREL

12.3.1 Provide access of the land/ space for setting up of an office to the Agency.

12.3.2 Provide the Agency and its Personnel with necessary entry permits and such other documents as may be necessary to enable the Agency, or its Personnel to perform access the site.

12.4 Conditions Precedent of the Agency

12.4.1 Submission of a detailed Implementation Plan of all work packages & Suggestions on Scope of Work and a project Feasibility analysis.

12.4.2 Obtaining of all necessary Governmental Approvals and clearances for commencement of the Works as may be required under Applicable Law.

12.4.3 The agency shall submit, on the date of signing of this Agreement or within twenty-one (21) days from the date of receipt of LOI, whichever is earlier, a Security Deposit as specified in Article 2 of this Agreement.

12.5 All the Conditions Precedent in Article 12 shall be achieved within 7 days of Effective Date unless extended in writing by IREL at its sole discretion. If the Conditions Precedent under this Article 12 are not satisfied within the above-mentioned period, IREL shall have the right to terminate the Agreement, by notice in writing and forfeit the Security Deposit.

12.6 Provided that upon request in writing by the Agency, IREL may, in its sole discretion, waive any of the Conditions Precedent set forth in this Clause 12.4 or grant extension of time for fulfillment thereof, as the case may be.

12.7 Best Endeavors: Both Parties shall make best endeavors to provide assistance to each other wherever possible in relation to the fulfillment of the Conditions Precedent by them.

Article 13 Risk Purchase Clause

13.1 After signing of Agreement, if the agency fails to execute the activities outlined in the Scope of Work as per this Agreement or at any time repudiates the order, IREL reserves the right to claim the security deposit or any money in hand, due, or which may become due, to the agency under the contract or any other contract between the agency and IREL.

13.2 IREL is authorized to employ these funds for the purpose of fulfilling the contract or a portion thereof and, at its discretion, may engage alternative service providers/agencies to complete the work. In such cases, IREL retains the authority to assume control of any work in progress to carry out the unfinished work and proceed without any payment to the agency.

13.3 The payment or deductions of such damages and penalties shall not relieve the agency of their obligation to complete the work or from any other of their obligations and liabilities under the contract.

Article 14 Inspection, Testing & Rejection

14.1 IREL shall be entitled, at all reasonable times during Implementation Plan, to inspect, examine and test on the agency's premises the materials and workmanship and performance of all Works to be supplied under the Agreement and if part of the said work is being performed on other premises, the Agency shall obtain and furnish for the IREL permission to inspect, examine and test. Such inspection, examination or testing shall not release the Agency from any obligation under the Agreement.

14.2 The Agency shall notify IREL of the date and the place at which any part of work/equipment will be ready for testing as provided in the Agreement and IREL may attend at the place so named within fifteen days after the date which the Agency has stated in his notice. IREL shall notify to the Agency in writing of his intention to attend the tests. In case where IREL requested to carry out inspection when in fact the equipment is not ready for testing.

14.3 Where the Agreement provides and IREL so desires for tests on the site, IREL except where otherwise specified, shall provide free of charge, such labour, materials, electricity, fuel, as may be required and as may be reasonably demanded to carry out such tests efficiently.

14.4 The satisfactory completion of these tests shall not bind IREL to accept the work packages should it on further tests after commissioning be found not to comply with the Agreement.

14.5 If after inspection, examining of any Works, IREL shall decide that such work or any part thereof is defective or not in accordance with the Agreement, it may reject the said work or part thereof giving the Agency within a reasonable time notice of such rejection, stating therein the grounds upon which the said decision was based.

14.6 If at any time before the Works are taken over, IREL shall:

- Decide that any work done, or materials used by the Agency, or any sub-contractor is or are defective or not in accordance with the Agreement or that the Works or any portion thereof are defective or do not fulfill the requirements of the Agreement.
- As soon as reasonably practicable, notify to the Agency of the said decision specifying particulars of the defects alleged and of where the same are alleged to exist or to have occurred and,
- So far as may be necessary place the Works of the Agency's disposal, then, the Agency shall within a reasonable time at his own expense and with all speed make good the defects so specified.

Article 15 Final Acceptance

15.1 Final Acceptance shall occur in respect of the Works when:

15.1.1 The Performance Guarantee Tests have been successfully completed.

15.1.2 The Agency has submitted all final drawings & documents including SOPs for the respective Works in accordance with the provisions of this Agreement.

15.1.3 The Agency has fulfilled all the obligations under the Agreement.

15.2 At any time after the events set out in Clause 15.1 thereof, have occurred, the Agency may notify to IREL requesting for the issue of Final Acceptance Certificate (FAC) for Works.

15.3 IREL shall, within seven (7) days after receipt of the Agency's notice, issue a FAC.

15.4 Payment for 'commissioning' as per Article 3 and Retention Money, if applicable, after adjustment of applicable Liquidated Damages, may be released by IREL against submission of Performance Bank Guarantee (by the EPCM Agency) equal to 5% of the Agreement Value valid for 24 months from the date of issue of FAC.

Article 16 Declaration of the EPCM Agency

16.1 The Agency acknowledges that prior to the execution of this Agreement, the Agency has after a complete and careful examination made an independent evaluation of the Site conditions and all the information provided by IREL and has determined to the Agency's satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Agency in the course of performance of its obligations hereunder. The Agency shall not be entitled for any compensation, or extension in time, whatsoever on account of its failure to make such examination and evaluation.

16.2 The Agency or any parties engaged by thereof, do not, and shall not, at any time, claim ownership of the land and/or space provided under the scope of this project. The Agency is undertaking the Works for and on behalf of IREL.

Article 17 Obligations of the Agency

17.1 Scope of Work

Under this Agreement, the Agency shall fulfil the scope of work (the "Scope of Work") defined in Appendix 11.

17.2 Construction of temporary stores and site office :

Suitable areas will be allocated by IREL to the Agency to build, at his expense, temporary stores for storing his equipment, materials, etc. and if required, also to build his temporary site office. The Agency will be solely responsible for watching and guarding of his store's office, materials, equipment etc.

17.3 The Agency shall cover all his equipment and materials at site with requisite insurance against theft, fire, tempest, flood, earthquake, etc.

17.4 Accommodation: IREL shall not be in a position to offer any lodging/ boarding facilities for Agency's personnel /men, and it shall be the responsibility of the Agency to make his own arrangements in this respect. No permanent accommodation facilities shall be constructed by the Agency at the Site.

17.5 No personnel/ men of Agency shall be allowed to stay during night time at Site, until unless so is desired for completion of Works or for security purpose. Only temporary structural shelters shall be constructed by Agency at Site for stay during shift time break. All such temporary constructions as well as stay of Agency's personnel/ men at Site during night shall be with due approval of IREL.

17.6 Co-ordination with other Agencies

The Agency shall execute his work so as not to obstruct or retard the work being executed simultaneously by other agencies. This aspect shall also be considered while quoting for the Works.

17.7 Cleaning the site

17.7.1 The Agency shall clean all required debris etc. at the site prior to the commencement of work at no extra cost.

On completion of Works the site shall be cleared of all men, materials, plant and equipment belonging to the Agency. The Agency shall remove with IREL's approval all his temporary arrangements for storage and distribution of construction water, all electrical installations together with wiring or construction power, site offices and all other temporary works and shall reinstate and make good any work disturbed by the temporary work to the satisfaction of IREL. The site and surroundings shall be handed over in a clean and neat condition as required by IREL.

17.8The EPCM Agency is responsible for finalizing the FEED and software architecture for all work packages, considering optimal utilization of existing infrastructure and area topography. Subsequently, the EPCM Agency is required to prepare a DPR of the Project and submit it to IREL for approval.

17.9The DPR submitted by the agency must provide a Comprehensive description of all Works to be executed by the Agency under this contract, including all drawings, calculations and designs along with its detailed cost estimation for the Works, updated with cost index for scheduled items and market rates for non-scheduled items supported with its rate analysis.

17.10The DPR shall comprise of, but not limited to, project introduction, project purpose, projects benefits and limitations, details of all surveys and investigations conducted by the Bidder, comprehensive drawings for all Works in standard layout, detailing of environmental and social impact studies, maintenance requirements, expected equipment life, potential power requirements along with a overall system architecture and detailed cost estimates.

17.11The Agency shall ensure the installation and commissioning of all the work packages on the site as decided in the DPR approved by IREL, within a stipulated period of (18 months from the Effective Date of the Agreement).

17.12All the activities related to the Works of this Agreement shall be under periodical inspection of the representatives of IREL.

17.13While undertaking Works for the project, the Agency shall take all necessary precautions against any untoward incident, inside the Site beside the area, earmarked for implementation of Works specified under the contract, and shall indemnify IREL for any accident, loss or damage to the property of IREL or any third party due to negligence of the Agency and /or its representatives.

17.14The Agency shall adhere to the Implementation Plan as submitted as part of the Conditions Precedent for successful Commissioning of the Work packages, and the Agency shall ensure no delay in Commissioning the Work packages due to any reason whatsoever, other than Force Majeure and subject to IREL fulfilling its obligations under this Agreement.

17.15For any delay in Commissioning of the Work packages, the Agency shall compensate IREL for the loss suffered by IREL (Liquidated Damages) as mentioned in Article 7of this Agreement.

17.16The Agency shall not be the owner of any work done under the scope of this agreement including civil structures, building, equipment, software's and land during the Agreement period.

17.17The Agency shall ensure all the statutory provisions of State Government, Central Government and local authorities including labour laws and industrial laws for carrying out the works/ engagement of labours are followed, and in no case, the employees / workers engaged by the Agency directly or indirectly, shall be the employee of IREL. Any violation of any of the provisions by the Agency and / or its representatives, the same shall be indemnified by them to IREL, against any claim / demand made by any authority.

17.18The agency shall take all necessary steps for obtaining Certificate under the provisions

of the Agreement, Labour (Regulation & Abolition) Act, 1970 and the rules made there-under for engaging any contractor and contract labours and comply with all provisions of the said act and the rules.

17.19 The Agency shall have strict compliance of all on site Safety provisions / norms.

17.20 The Agency shall ensure all the environmental norms and regulation under the relevant authorities are followed.

Article 18 Obligations of IREL

18.1 Unless otherwise specified in the Agreement, IREL shall :

- Provide the agency and its Personnel with work permits and such other documents as maybe necessary to enable the Agency, or its Personnel to perform the services;
- Provide construction water and power at a single point either on-site or in close proximity to each work package location, as per IREL's convenience.

18.2 Access to land and property

IREL warrants that the Agency shall have, free of charge, unimpeded access to the Site of the Project in respect of which access is required for the performance of works.

18.3 Payment

In consideration of the Works performed by the agency under this Agreement, IREL shall make to the agency such undisputed payments and in such manner as is provided in Article 3 of this Agreement.

18.4 Suspension of Contract in case of Cost overruns

Article 19 Ownership of Materials and Products

19.1 Notwithstanding anything in this Agreement, IREL shall have absolute rights of the input Materials & output Products at all times and shall have ownership and title over all the Works in progress. However, the risk and liability of the works including all its components like equipment, material, structure, software associated facilities and resources shall lie with the Agency until completion of the Performance Guarantee Test as per the satisfaction of IREL. After completion of Performance Guarantee Test, the risk and liability of the completed works including machinery, equipment, structures, software's tools & tackles, spares, manuals, drawings and any other components shall be transferred by the Agency to IREL in accordance with the terms and conditions of this Agreement.

19.2 Notwithstanding anything in this Clause, the Agency shall at all times be responsible for monitoring the safety and security of its manpower, equipment, tools & tackles etc. being used for completion of Works.

Article 20 Copyright and Intellectual Property Rights

20.1 As between the Parties, the agency shall retain the copyright and other Intellectual Property rights in the agency's Documents and other design documents made by (or on behalf of) the agency. The Agency shall be deemed (by signing this Agreement) to give to IREL a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate

the agency's Documents, including making and using modifications of them. This license shall:

- 20.1.1 Apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
- 20.1.2 Entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the agency's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
- 20.1.3 In the case of Agency's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by this Agreement, including replacements of any computers supplied by the Agency.
- 20.2 The Agency's Documents and other design documents made by (or on behalf of) the Agency shall not, without the Agency's consent, be used, copied or communicated to a third party by (or on behalf of) IREL for purposes other than those permitted under this Article 20.
- 20.3 As between the Parties, IREL shall retain the copyright and other Intellectual Property rights in this Agreement and other documents made by (or on behalf of) IREL. The Agency may, at its cost, copy, use, and obtain communication of these documents for the purposes of this Agreement. They shall not, without IREL's consent, be copied, used, or communicated to a third party by the IREL, except as necessary for the purposes of the Agreement.
- 20.4 The Agency shall not use the documents or the contents thereof for any purpose unrelated to the present contract without the prior written approval of IREL.
- 20.5 The Agency shall not have the benefit, whether directly or indirectly, of any royalty on or of any gratuity or commission from the use of these documents including patented or protected articles or processes used on or for the purposes of the contract unless it is mutually agreed in writing with IREL that such a benefit is authorized.

Article 21 Governing Laws

- 21.1 All work to be performed under the scope of this project including all interpretation, award of contracts, construction, performance, and testing shall be governed by and implemented according to the Laws of India.

ANNEXURE

The following shall also form integral part of this Agreement.

- i. Annexure I: Bank guarantee for Security Deposit, Annexure II: Bank guarantee for Performance Security
- ii. The EOI document, all addendums, corrigendum, and clarifications issued by IREL and any other official communications
- iii. Documents/ details/ data submitted by Agency at EOI stages.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement in two originals by putting the signature of their respective duly authorized representatives effective as of the day, month and year first written above.

SIGNED, SEALED AND DELIVERED

For and on behalf of EPCM Agency

For and on behalf of

IREL Signature.....

Signature.....

Name

Name

Designation

Designation

Seal

Seal

Witness

Signature.....

Signature.....

Name

Name

Designation

Designation

Seal

Seal

Annexure I - BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT

WHEREAS on or about the _____ day of _____ M/s____(Selected Bidder's name & address), having its registered office situated at _____(Postal address) (herein after referred to as the 'EPCM Agency') entered into an Agreement bearing referenceno. _____ dtd. _____ with M/s IREL (India) Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhi vinayak Temple, Veer Savarkar Marg,Prabhadevi,Mumbai-400028,India(hereinafterreferredtoasIREL),for _____(Details of order)(herein after referred to as 'the Agreement').

AND WHEREAS under the terms and conditions of the Agreement the EPCM Agency is required to keep with IREL a Security Deposit of Rs.____(Rupees____only) or submit a bank guarantee in lieu of cash deposit for the fulfillment of the terms and conditions of the contract, and whereas the EPCM AGENCY has chosen to submit a bank guarantee.

We_Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from IREL stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by IREL by reason of breach of any of the terms and conditions of the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. The payment will be released within three working days from the date of demand for payment.

We undertake to pay to IREL any money so demanded notwithstanding any dispute or disputes raised by the EPCM Agency in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these presents being absolute and unequivocal.

The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the EPCM Agency shall have no claim against us for making such payment.

We____(Name of Bank)further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of IREL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IREL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said EPCM Agency and accordingly discharges this guarantee. Our guarantee shall remain in force until ____and unless a demand or claim under this guarantee is made on us in writing within three months from the expiry of the guarantee period, we shall be discharged from all liability under this guarantee thereafter.

We____(Name of Bank) , further agree that IREL shall have the fullest liberty without our consent

and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said EPCM Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by IREL against the said EPCM Agency and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said Agreement or for any forbearance, act or omission on the part of IREL or any indulgence by IREL to the said EPCM Agency or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the EPCM Agency.

We__(Name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of IREL in writing.

Notwithstanding anything to the contrary contained herein before :

- i. Our Liability under this Bank Guarantee shall not exceed and restricted to Rs (in words)
- ii. This Bank Guarantee shall be valid up to, unless extended on demand.
- iii. The bank is liable to pay the guaranteed amount or any part thereof under this bank Guarantee only if IREL serve a written claim or demand on or before (Three months from the expiry of Guarantee period)

Dated the____day of_YEAR

_____Bank

(Signature with name in Block letters with designation,
Attorney as per power of Attorney No.____dt.____)

Bank's Common seal

Annexure II -BANK GUARANTEE FORMAT FOR PERFORMANCE GUARANTEE

WHEREAS on or about the _____ day of _____ M/s _____ (Selected Bidder's name & address), having its registered office situated at _____ (Postal address) (herein after referred to as the 'EPCM Agency') entered into an Agreement bearing reference no. _____ dtd. _____ with M/s IREL (India) Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhi vinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai-400028, India (hereinafter referred to as IREL), for _____ (Details of order) (herein after referred to as 'the Agreement').

AND WHEREAS the Agreement provides that the tenderer shall furnish a Bank Guarantee for Rs. _____ (Rupees _____ only) being _____ % (_____ percent) of the total agreement value as Guarantee for the due fulfillment by the tenderer of the terms and conditions contained in the Agreement, the guarantee remaining valid till the completion of the guarantee period.

We _____ Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from IREL stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by IREL by reason of breach of any of the terms and conditions of the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

We undertake to pay to IREL any money so demanded notwithstanding any dispute or disputes raised by the EPCM Agency in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these presents being absolute and unequivocal.

The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the EPCM Agency shall have no claim against us for making such payment.

We _____ (Name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of IREL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IREL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said EPCM Agency and accordingly discharges this guarantee.

We also agree that the amount will be paid by us to the IREL within three working days from the date of demand for payment till the actual date of payment made by us. Our Guarantee shall remain in force until and unless a demand or claim under this guarantee is made on us in writing within six months from the expiry of the Guarantee period, we shall be discharged from all liability

under this Guarantee thereafter.

We____(Name of Bank) , further agree that IREL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said EPCM Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by IREL against the said EPCM Agency and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said Agreement or for any forbearance, act or omission on the part of IREL or any indulgence by IREL to the said EPCM Agency or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the EPCM Agency.

We____(Name of Bank)lastly undertake not to revoke this guarantee during its currency except with the previous consent of IREL in writing.

Notwithstanding anything to the contrary contained herein before :

- B. Our Liability under this Bank Guarantee shall not exceed and restricted to Rs (in words)
- C. This Bank Guarantee shall be valid up to....., unless extended on demand.
- D. The bank is liable to pay the guaranteed amount or any part thereof under this bank Guarantee only if IREL serve a written claim or demand on or before.....(Three months from the expiry of Guarantee period)

Dated the____day of _YEAR

_____Bank

(Signature with name in Block letters with designation,
Attorney as per power of Attorney No.____dt.____)

Bank's Common seal

Annexure III -SITE DETAILS

The proposed solutions are to be implemented at Orissa Sand Complex, Matikhalo village, Chatrapur taluk, Ganjam district, Odisha.



Plant Site Conditions:

Location	Matikhalo village, Chatrapur taluk, Ganjam district, Odisha Coordinates: 19°16'00''N 84°33'00''E Altitude : + 17 m above Mean Seal Level Terrain : Plain, seashore
Climatic Conditions	1. Max. temperature : 45°C 2. Max. Of mean daily temperature : 32.20°C 3. Min. Of mean daily temperature : 16.60°C 4. Relative humidity (Max.) : 87% (May - June) 5. Relative humidity (Min.) : 65% (Nov. - Dec.)
Wind speed	The general direction of the wind is from North in winter and from South - West in summer. 7 to 12 km /h during (Dec - Jan) 20 to 30 km/h (April - May) Maximum wind speed recorded between 1995 to 2013 was around 250 km/h on 12.10.2013
Annual Mean rainfall	About 1000 mm (maximum during June to October)
Susceptibility to Earthquake	Falling under zone - II as defined in IS: 1983 However, an increased horizontal seismic coefficient corresponding to Zone -IV shall be used for project execution purposes.

Railways	The main broad-gauge line of East coast railways connecting Kolkata and Chennai passes at a distance of 7 km from the boundary of the plant site. The major railway stations Berhampur at a distance of about 22 km and Chatrapur at a distance of about 6 km. IREL has a private broad gauge railway siding extending from Chatrapur railway station to existing IREL plant site.
Sea ports	Kolkata port is at a distance of 550 km by road / rail. Fair weather Gopalpur port is at a distance of 1 km from plant site.
Airport	The nearest airport is at Bhubaneswar at a distance of 160 kms by road.
Roadways	NH-16 and SH-36 are connected at a distance of approximately 5 km from plant site.