



IREL(India)Limited
 (भारत सरकार का उपक्रम / A Govt. of India Undertaking)
 ऑसकॉम, माटिखालो (डाक) / OSCOM, Matikhalo (PO) 761045
 छत्रपुर, गंजाम, ओडिशा / Chatrapur, Ganjam, Odisha
 फोन/ Phone : 06811-257890 - 257895, फैक्स/ Fax : 06811 – 257988
 ई-मेल/ e-mail : purchase-os@irel.co.in वेब साईट / Website : <http://irel.co.in>
An ISO 9001, ISO 14001, OSHAS 18001 Certified Unit

Schedule Of Tender

Tender No.	OSCOM/SOP/11/M/00585
Item/ Job Description	Refurbishing existing vehicle shed in front of REEP gate.
E tender Ref	IREL/GANJAM/20-21/ET/32
Tendering Mode E-Procurement System of MSTC Ltd http://www.mstcecommerce.com/eprochome/irel	Open Tender in two part.
Date of Starting of e-Tender	22/05/2020 08.30 AM
Date of starting of Online Pre-Bid Meeting	NA
Date of closing of Online Pre-Bid Meeting	NA
Estimated Value of Supply	Rs.9,91,185/-
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	10-06-2020 14:00 Hrs
Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	10-06-2020 14:30 Hrs
Date & time of opening of Part-II (i.e. Price Bid)	Shall be informed Separately
Transaction Fee (Refundable & payable to MSTC). Bidders may pl. note that transaction fee is to be paid by them but the same shall be reimbursed back to them after finalization of tender	Rs.1,180/-
Earnest Money Deposit (EMD) : Refundable & Payable to IREL(INDIA)LIMITED	Rs. 10,000/- Refer Annexure I
Validity of Tender	90 days from date of opening of Techno Commercial bid
Delivery/Completion Period	45 days from the date of issue of Order
List of Annexure Annexure – I Annexure – II Annexure – III Annexure – IV Annexure – V Annexure – VI Annexure – VII Annexure – VIII	General Instruction to Bidders Pre Qualification Criteria General Conditions of Contract Special Conditions of Contract Technical Specification Techno Commercial Response Price Bid Formats

GENERAL INSTRUCTION TO BIDDERS W.R.T PARTICIPATION IN E-TENDERING EVENT

We **OSCOM unit of IREL (INDIA) Limited** shall be utilizing the e-procurement service of **MSTC Limited**, A Government of India Company having its registered office at 225-C, AJC Bose Road, Kolkata- 700 020 for enabling us to procure goods, services and works. We shall be utilizing their portal for e-tendering which means sending requests for information and prices to suppliers and receiving the responses of suppliers using Internet Technology.

IREL(INDIA) Limited invites online tenders from the prospective bidders of repute to participate in our tender the mode of which happens to e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through [http://www.mstcecommerce.com/eprochome/irel\(INDIA\) Limited](http://www.mstcecommerce.com/eprochome/irel(INDIA) Limited) of MSTC Ltd.).

Part I (Techno-Commercial bid) will be opened electronically on specified date and time as given in page no.1. Bidder(s) can witness electronic opening of bid.

Part II (Price bid) will be opened electronically of only those bidder(s) who's Part I (Techno-Commercial Bid) is found to be Techno-Commercially acceptable by IREL(INDIA) Limited, OSCOM.


Bidders are requested to read the terms & conditions of this tender before submitting their bids.

1.0 Process of E-tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/irel

1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement

→PSU/Govt depts. → Select  Logo->Register as Vendor -- Filling up details and creating own user id and password→ Submit.

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact/MSTC, (before the scheduled time of the e- tender).

Contact person of Tendering Authority
(IREL (INDIA) Limited, OSCOM Unit)

<u>N A M E</u>	<u>email-id</u>	<u>Landline No.</u>	<u>Mobile No.</u>
Shri K V Ramakrishna, DGM(Purchase)	purchase-os@irel.co.in	06811-257890 - 95 Extn 150	+91 8763345230
Shri Aron Smith .R SM(Purchase)	aronsmith@irel.co.in	06811-257890 - 95 Extn 150	+91 8300101975

Contact details of MSTC Bhubaneswar Officials:

Mr. Keshav Arora, Management Trainee

MSTC Ltd.

8th FLOOR, IDCO TOWER,

JANAPATH ROAD, UNIT-9,

BHUBANESWAR-751022, ODISHA

TEL-(0674)- 2544199/2950091

Email: karora@mstcindia.co.in

Mob. No.9830430434

2.0 System Requirement:

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.

- Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.
- Other Settings:

Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)

The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/irel. Tenders will be opened electronically on specified date and time as given in the Tender.

All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

3.0 Special Note towards Transaction fee:

i. Transaction fees :

MSTC shall collect **non-refundable** transaction fees @ **0.05% of the estimated value of Supply/ Works/ Services per event** from all the participating vendors subject to **minimum of Rs 1000/-** and **maximum of Rs 15,000/- per event per vendor**. G.S.T is to be paid extra as applicable on the transaction fees by the vendors.

- ii. An event shall be construed as an e-tender irrespective of the nos. of items / jobs being procured through the same.
- iii. The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.
- iv. The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.
- v. **Transaction fee will be refunded to the bidders by IREL(INDIA) Limited within 90 days of opening of bids.**

- vi. A vendor will not have the access to online e-tender without making the payment towards transaction fee.
- vii. Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.
- Viii Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
- ix E-tender cannot be accessed after the due date and time mentioned in NIT.

4.0 Bidding in e-tender :

- a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. No interest will be paid on EMD and transaction fee. EMD & transaction fee of the unsuccessful vendor(s) will be refunded by the tender inviting authority.
- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Govt depts→ Login under →My menu→ Auction Floor Manager→ live event →Selection of the live event
- d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.
- e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid
- f) Vendors are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions of the tender.
- n) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- o) No deviation to the technical and commercial terms & conditions are allowed.
- p) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

- 5.0 Bidders may please note that payment of **Earnest money deposit (EMD)** is to be made to IREL(INDIA) Limited **separately** through RTGS / NEFT as per details given below:

Account Name : IREL(India)Limited
Name of the Bank : State Bank of India
Branch : Matikhalo Branch, IRE Ltd Campus
Account No. : 10546942016
IFSC : SBIN0006086
MICR Code : 761002521

The bidders are requested to communicate the UTR No. and E-tender No and Name of the remitter by Fax or Email to IREL in Email ID : purchase-os@irel.co.in

6.0 **Additional information for bidders:**

- (i) E-tender cannot be accessed after the due date and time mentioned in Page No.1. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity. All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by IREL (INDIA) Limited as well as by MSTC. Hence, the bidders are required to ensure that their corporate email I.D provided is valid and updated at the stage of registration of vendor with MSTC. Bidders are also requested to ensure validity of their DSC's during the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- (ii) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. The bid will be evaluated based on the filled-in technical & commercial formats. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
- (iii) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- (iv) Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein. No deviation to the technical and commercial terms & conditions are allowed. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/irel of MSTC Ltd.
- (v) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
- (vi) **AMENDMENTS/ ISSUE OF CORRIGENDUM(s)**
At any time, prior to the last date for submission of tenders, IREL (INDIA) Limited reserves the right to amend and modify the tender document. The amendment so carried out shall form part of the main tender and shall be binding upon the tender. IREL(INDIA) Limited may at their discretion, extend the last date for submission of the Bid, to enable the Bidders to have reasonable time to submit their Bid after taking into consideration such amendments. **The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.** No separate intimation in respect of corrigendum will be sent to tenderer (s) who have downloaded the documents from web site. The website www.mstcecommerce.com/eprochome/irel of MSTC Ltd. may please be referred to.

(vii) **Bidders to note the following :**

The bidders shall quote from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves. Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor IREL (INDIA) Limited will be responsible for any lapses /failure on the part of the vendor, in such cases.

If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, IREL (INDIA) Limited at its own discretion shall debar the bidder from the e-Tender and future participation also.

IREL (INDIA) Limited shall not have any liability to bidders for any interruption or delay in access to the MSTC portal irrespective of the cause. In such cases, the decision of IREL (INDIA) Limited shall be binding on the bidders.

In case of any clarification w.r.t registration / usage of portal for e-tendering, vendor's manual for guidance can be downloaded from the following link:

<http://www.mstcecommerce.com/eprochome/UserManualVendor.pdf>

or

MSTC/ IREL (INDIA) Limited officials may please be contacted:

7.0 Earnest Money Deposit:

7.1 Earnest Money Deposit (EMD) is a deposit received from the tenders in token of their earnestness in submitting their offer to undertake the supplies/ works/ services/ consultancy contracts and conclude a contract if entrusted to them on the basis of their tender.

7.2 For the present tender the amount of EMD to be submitted is mentioned in the schedule of tender. No interest shall be paid on EMD.

7.3 Offers received without EMD shall be summarily rejected except for the bidders for whom provision for exemption is provided in the tender.

7.4 EMD is to be submitted as per 1 (vii) above. EMD can also be remitted by way of Demand Draft/ Bankers cheque drawn in favour of Indian Rare Earths Ltd payable on SBI, IRE Ltd Campus Branch, Matikhalo (Branch code 6086)/ Indian Bank, Konamana Branch, OSCOM Complex , Matikhalo-761045, Dist-Ganjam (Branch code 1830).

7.5 EMD can also be submitted in the form of an irrevocable and confirmed Bank Guarantee valid for **120 days** from the date of opening of the bid. The Bank Guarantee shall be from State Bank of India including its subsidiaries or any Nationalized Bank or a Scheduled Bank authorized by Reserve Bank of India to issue such Bank Guarantee on a non-judicial stamp paper of value of Rs.200/- (Rupees Two Hundred Only). The stamp paper shall be purchased in the name of the Bank. In case of Foreign Bidder, the same shall be from reputed commercial bank of the bidder's country acceptable to IREL (INDIA) Limited / Reserve Bank of India which has to be confirmed by State Bank of India including its subsidiaries or any Nationalized Bank in India. BG issued from Co-operative banks shall not be accepted. The BG is to be submitted strictly as per Format-I of Annexure enclosed with this tender document. The Bank Guarantee for EMD shall also have provision for extension by the banker upon request by the bidder. The bidder shall arrange for extension of validity upon request from IREL (INDIA) Limited. Further, the genuineness of the BG's shall be checked from the issuing bank by us.

7.6 Exemption from payment of EMD:

Public Sector Undertakings, State Government Undertakings are exempted from payment of EMD subject to approval of our Competent Authority. MSME/Small Scale Industries (SSI) with current valid registration with State or Central Govt. are also exempted from payment of EMD subject to approval of our Competent Authority.

In case bidder seeks exemption from payment of the EMD as per tender provision, necessary valid documents shall be uploaded, failing which IREL (INDIA) Limited reserves the right to reject the tender.

7.7 The earnest money shall be dealt with as follows:

- 1) In case of unsuccessful tenderer it shall be returned without any interest within 30 days after finalization of order or such extended time as mutually agreed upon, on production of original Money Receipt, if any, issued by IREL (INDIA) Limited
- 2) In case of successful bidder (successful tenderer), it shall be adjusted without interest as Security Deposit if EMD is deposited by way of demand draft. If EMD is submitted by way of bank guarantee the same cannot be as such converted to BG for Security Deposit. It shall be returned on submission of fresh BG towards security deposit.

7.8 EMD is liable to be forfeited if:

- i) The tenderer indulges himself in any undesirable practice or malpractice.
- ii. The tenderer during the tender validity period resiled from his offer or modifies the terms and conditions thereof in a manner not acceptable to M/s. IREL (INDIA) Limited.
- iii. The tenderer does not convey his written acceptance within a maximum period of 15 days of the purchase/work order placed on him by M/s. IREL (INDIA) Limited
- iv. The successful tenderer does not deposit the security deposit within the stipulated period.
- v. The successful tenderer does not execute an agreement in stamp paper as per law for due fulfillment of the contract before the date specified for the purpose in the Letter of Intent or in the Work Order.

8.0 SECURITY DEPOSIT, PERFORMANCE BANK GUARANTEE & RETENTION MONEY

- 8.1 The successful tenderer (referred as successful bidder) is required to furnish Demand draft/ Bankers Cheque or Bank Guarantee as per Format-II of Annexure, in favour of IREL (INDIA) Limited, OSCOM, for an amount equivalent to five (5) per cent of the contract value towards Security Deposit (after adjusting EMD amount, if EMD is deposited by way of demand draft/ Bankers Cheque) towards the satisfactory performance of the contract, within 30 (Thirty) days of the receipt of letter of acceptance or commencement of work at site, whichever is earlier. The same is to be forwarded to SM(Materials), I/C Purchase Department. However, if EMD is submitted in the form of Bank Guarantee, the same shall not be converted to SD BG and as such fresh Bank Guarantee towards Security Deposit is to be submitted. The SD shall not bear any interest, and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order. Additional amount of SD due to enhancement in scope of work is to be submitted by the successful tenderer.

8.2 Exemption from payment of SD:

Public Sector Undertakings, State Government undertakings, may be exempted from payment of SD at sole discretion if IREL(INDIA) Limited.

8.3 FORFEITURE OF SECURITY DEPOSIT

The SD money shall stand forfeited in favour of IREL(INDIA) Limited, without any further notice to the contractor in the following circumstances:

- (i) In case of any failure whatsoever on the part of the Supplier/ contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.
- (ii) If the Supplier/ contractor indulges at any time in any subletting/ sub-contracting of any portion of the supplies/ works without approval of IREL(INDIA) Limited.
- (iii) If the Supplier/ contractor abandons the supply /order.

9.0 PRICE PREFERENCE CLAUSES

9.1 Benefits to Micro & Small Enterprises (MSE's) & Startup's:

The MSE's registered with National Small Industries Corporation (NSIC) / startup's as defined by relevant rules are eligible for the following benefits:

- (a) Issue of tender document free of cost
- (b) Exemption from payment of Earnest Money Deposit

The MSE's / Startups are required to **submit valid Registration Certificate** issued by NSIC along with tender. MSE's / Startup claiming the above benefits have to exclusively mention in their offer for consideration by IREL(INDIA) Limited.

9.2 **Price preference:** Following provision has been incorporated for Micro and Small Enterprises (MSE), in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from MSEs.

- I) Issue of tender document to MSEs free of cost.
- II) Exemption to MSEs from payment of EMD.
- III) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women. The quoted prices against various items shall remain valid in case of splitting of quantities of the items above. In case tendered item is non-splitable or non-dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.
- IV) In case of tie, the MSE bidder having highest turnover shall be awarded subject to matching of L1 price.

9.3 The MSE(s) owned by SC/ST Entrepreneurs shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

9.4 In case Bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the Bidder shall submit the following :

- a) Documentary evidence that the Bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of

Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhar Memorandum.

- b) If the MSE is owned by SC/ST Entrepreneurs, the Bidder shall furnish appropriate documentary evidence in this regard. The above documents uploaded by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and Notary Public with legible stamp. If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012. The Public Procurement Policy for MSEs is meant for procurement of only goods produced & Services rendered by MSEs.

9.5 The benefit of policy are not extended to the traders/dealers/ Distributors/Stockiest/ Wholesalers. If against an order placed by IREL(INDIA) Limited, successful Bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing from BCPL, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful Bidder at the time of submission of invoice/Bill.

10.0 EFFECT AND VALIDITY OF BID:

- (i) The submission of any bid connected with these documents and specifications shall constitute an agreement that the bidder shall have no cause of action or claim against IREL (INDIA) Limited for rejection of his bid.
- (ii) The bid shall be valid for a period of **90 (ninety) days from the date of opening of techno-commercial bids.**

11.0 RIGHT TO REJECT THE TENDER:

- (a) IREL(INDIA) Limited reserves the right to reject any tenders whatsoever without assigning any reason thereof.
- (b) Indian Rare Earths Ltd. reserves the right to modify/ add/ reduce the scope, either in whole or in part any of the clauses mentioned herein without assigning any reason thereof. This right includes right of division of the work / bill of quantities among various tenderers to the advantages of Indian Rare Earths Ltd. The tenderers on their part shall accept such part offered by IREL(INDIA) Limited. The splitting of the quantity amongst more than one tenderer can be in the ratio of 70:30/ 60:40 with the rates offered by the overall lowest bidder.

12.0 GST COMPLIANCE

The supplier of goods or services or both shall indicate all the particulars/contents as required under CGST/SGST/IGST/UTGST provisions read with rules made there under including the following.

- I. Correct Name, Address and GSTIN of the supplier / Recipient
- II. Invoice should be raised as per the GSTIN format.
- III. Correct classification of supply of goods or service or both according to the provision as required in the statute.
- IV. The supplier / Contractor shall issue Original Copy of Tax Invoice to IREL(INDIA) Limited based on which ITC can be claimed.
- V. Supplier / Contractor shall declare that supply date as mentioned in the invoice shall be disclosed in the concerned relevant month return.
- VI. Bidder shall declare that Supplier / Contractor will compensate the ITC if not allowed to IREL(INDIA) Limited due to Non Disclosure or improper disclosure or wrong filing of GST returns.

- VII. The supplier of goods has to issue waybill as and when required as per the provisions of GST law for supply of goods.
- VIII. IREL(INDIA) Limited reserves the right to deduct / withhold taxes as per prevailing provisions of GST Law.

13.0 INSPECTION OF SITE AND OTHER CONDITIONS:

Once the tenderer submits his bid, the following are fully understood by both the parties (i.e. IREL(INDIA) Limited and the Tenderer) binding on them:

- (a) Before the tenderer submits his offer, the tenderer is deemed to have carefully examined the Technical Specification, General and Special Conditions of Contract and other details relating to tender requirement and fully acquaint himself as to all conditions and matters which may in any way affect the work or the cost thereof. The bidder shall be deemed to have obtained on his own and independently all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.
- (b) IREL(INDIA) Limited shall not entertain any request for clarifications from the bidders regarding such local conditions. Any neglect or omission or failure on the part of the bidder in obtaining necessary and reliable information as stated above or on any other matter affecting the bidder shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the tender document.
- (c) The bidder shall be deemed to have acquainted himself with the Indian Income Tax Act, 1961, Indian Companies Act, 1956, Indian Customs Act, 1962, Indian Electricity Act 2003, Factories Act 1948, Indian Mines Act 1952, Pollution Control Regulation and other related Acts & Laws prevalent in India and as amended from time to time.

14.0 NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:

The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of tender, even though IREL (INDIA) Limited may elect to withdraw the invitation to tender.

15.0 RISK PURCHASE CLAUSE

After award of the contract, if the tenderer fails to execute the supply as per tender or at any time repudiates the order, IREL(INDIA) Limited have the right to forfeit the EMD and invoke the security deposit and execute the order from other agencies at the risk and cost of the tenderer. The cost difference between the alternative arrangements and total contract value will be recovered from the tenderer along with other incidental charges. In case of execution of order through alternative sources and if price is lower, no benefit on this account will be passed on to the tenderer.

16.0 RELATED PARTY:

Bids submitted by related parties in which there seems to be collusion are liable to be rejected. Parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the other party in making financial and /or operating decision.

17.0 LEGAL JURISDICTION:

Without prejudice Civil court of Chatrapur, Dist-Ganjam (Orissa-761020) shall have jurisdiction to deal with or to decide any legal issue or dispute whatsoever arising out of this tender.

In case of any clarifications w.r.t the tender, Email may please be forwarded vide Email to purchase-os@irel.co.in.

18.0 **ETHICS IN TENDERING & OTHER BUSINESS DEALINGS**

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.

In our Endeavour 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 favour 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.

Report of any gifts and /or inducements sought by any employee of the company IREL (INDIA) Limited) should be immediately reported to any one of the following:

Sri D Singh, Chairman & MD IREL (INDIA) Limited 1207 VS Marg,Prabhadevi Mumbai 400 028 Ph.022-24225778 Email: cmd@irel.gov.in	Chief Vigilance Officer IREL (INDIA) Limited 1207 VS Marg,Prabhadevi Mumbai 400 028 Ph.022-24221068 Email: cvo@irel.gov.in
or Sri A J Janarthanan, CGM & Head, OSCOM, IREL (INDIA) Limited, OSCOM, PO-Matikhalo, Dist-Ganjam, Orissa-761045. Ph: 06811-257890-95 Email: headireo@sancharnet.in	

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 under taking and its violation will have consequences as per prevailing rule of the company.

Thanking you,
For IREL (INDIA) Limited

DGM (Purchase)

UNDERTAKING TO BE SUBMITTED BY TENDERER

Date:

To

**M/s. IREL (INDIA) Limited
OSCOM, Matikhalo-761045.**

I/ We.....am/are a Vendor/ Customer of IREL (INDIA) Limited.

I/We agree and undertake:

- (i) Not to provide any gift and/ or inducement to any employee of the company in connection with securing/ being granted favour(s) in my/our dealings with the company and its field Unit namely OSCOM at Orissa,
- (ii) To immediately report any gift and / or inducement sought by any employee of the company in exchange of the company and /or its field Units granting favour(s) to me/us in my/our dealings with the company and /or its field units.

Signature:.....

Name:.....

Address (with seal):.....

PRE-QUALIFICATION CRITERIA

Tenderer should meet the following minimum pre-qualification criteria:

(i) Technical competence:

Bidders should be experienced in having successfully executed similar works as detailed below in CPSUs / Central Govt. Dept./ State Govt./ Semi- Govt./ Autonomous bodies or private organizations during **last seven (7) years ending April 2020** and meeting the value requirement as below

Execution of at least one order for “similar work for a value of not less than **Rs.7.92 Lakhs.**

OR

Execution of two orders for “similar works for a value each not less than of **Rs.4.95 Lakhs.**

OR

Execution of three orders for “similar works for a value each not less than of **Rs.3.96 Lakhs.**

Definition of Similar work(s):

Similar works means works involving Civil construction or renovation or repair or maintenance of buildings.

(ii) Financial Soundness :

Average Financial turn over **during last three years ending March 2019 shall not be less than Rs.2.97 Lakhs.** Financial Statements / IT Returns for the above periods is to be submitted. In case of Public/ Private Limited companies, Published annual accounts will be accepted.

Documents against the Pre-qualification criteria as above complete in all respect must be uploaded. Failure to compliance of above shall make the bid incomplete and as such it shall be rejected. In the absence of receipt of Pre-qualification criteria, the offer will not be considered under any circumstances.

The offers of the bidders who have defaulted in the past in execution of the contracts or in complying with the obligations as per the contract shall not be considered.

EVALUATION BASIS FOR TENDER:

- Evaluation of the technically qualified offers as per pre-qualification criteria shall be done based on the total landed price at IREL(INDIA)LIMITED, OSCOM.
- Evaluation shall be done on overall L-1 basis after taking net of Tax Credit.
- Parties who have defaulted in execution of contracts in previous instances at IREL(INDIA)LIMITED, OSCOM shall not be considered
- MSME and startup enterprises shall be allowed relaxation on prior experience and turnover as per policy circular 1(2)(1) 2016-MA dated:10th March 2016.Provided they can prove that they are technically capable to deliver as per quality Specification

GENERAL CONDITIONS OF CONTRACT (GCOC)

1. DEFINITIONS AND INTERPRETATIONS

- 1.0 Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this CONTRACT shall have the meaning as defined hereunder.
- 1.1 **CONTRACT**
Shall mean a written CONTRACT signed between IREL (INDIA) Limited and the CONTRACTOR (the successful bidder) including subsequent amendments to the CONTRACT in writing thereto.
- 1.2 **IREL:**
Shall mean IREL(INDIA) Limited., India and shall include its legal representatives, successors and permitted assignees.
- 1.3 **SITE**
Shall mean the place in which the operations/services are to be carried out or places approved by IREL(INDIA) Limited for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.
- 1.4 **IREL'S SITE REPRESENTATIVE/ ENGINEER**
Shall mean the person or the persons appointed by IREL (INDIA) Limited from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.
- 1.5 **CONTRACTOR:**
Shall mean any person/ persons/ firm/ company etc. to whom work has been awarded and whose bid has been accepted by IREL (INDIA) Limited and shall include its authorized representatives, successors and permitted assignees.
- 1.6 **SUB-CONTRACT:**
Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of IREL (INDIA) Limited on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.
- 1.7 **SUB-CONTRACTOR:**
Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of CONTRACT has been sublet by the CONTRACTOR after necessary consent of IREL(INDIA) Limited .
- 1.8 **CONTRACTOR'S REPRESENTATIVE**
Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the IREL (INDIA) Limited as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.
- 1.9 **CONTRACT PRICE**
Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by IREL(INDIA) Limited and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on IREL(INDIA) Limited for any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by IREL(INDIA) Limited.

- 1.10 **DAY**
Shall mean a calendar day of twenty-four (24) consecutive hours beginning at 0000 hours with reference to local time at the site.
- 1.11 **EQUIPMENT/MATERIALS/GOODS:**
Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the IREL(INDIA) Limited for/under the CONTRACT and amendments thereto.
- 1.12 **WORKS / OPERATIONS:**
Shall mean all work to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT.
- 1.13 **GUARANTEE:**
Shall mean the period and other conditions governing the warranty/ guarantee of the works as provided in the CONTRACT.
- 1.14 **MOBILISATION:**
Shall mean rendering the resources as per CONTRACT and ready to begin work at site designated by IREL(INDIA) Limited and IREL(INDIA) Limited's acceptance in this regard. The date and time of IREL(INDIA) Limited's acceptance will be treated as the date and time of mobilisation.
- 1.15 **DEMOBILISATION:**
Shall mean the removal of all things forming part of the mobilisation from the site of IREL(INDIA) Limited. The date and time of above shall be treated as the date and time of de-mobilisation.
- 1.16 **FACILITY:**
Shall mean all property of the IREL(INDIA) Limited owned or hired by IREL(INDIA) Limited.
- 1.17 **SINGULAR/ PLURAL WORDS:**
Save where the context otherwise requires, words imparting singular number shall include the plural and vice versa and words imparting neutral gender shall include masculine or feminine gender and vice versa.
- 1.18 **GROSS NEGLIGENCE**
Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property,
- 1.19 **WILLFUL MISCONDUCT**
Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the CONTRACT with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- 2.0 **ENGINEER-IN-CHARGE(EIC)/ OFFICER-IN-CHARGE(OIC):**
The Engineer-in-charge/ Officer-in-Charge shall have authority for General supervision, Follow up of supply and direction of the work direction to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract to reject all works/ materials/services which do not conform to the contract.

The EIC/OIC shall have no authority to relieve the successful tenderer of any of his duties or obligations under this contract nor except as expressly provided here-in-under or elsewhere in the contract to order any work involving delay or any extra payment by the company or to make any variation of or in the work.

3.0 Singular and Plural

Words imparting the singular only also include the plural and vice versa where the context requires; words imparting persons include firms or corporations and vice versa where the context requires. Word imparting masculine gender includes the feminine gender and vice versa where the context so requires.

4.0 CONFLICT AND INTERPRETATION OF DOCUMENTS:

4.1 The several documents forming the contract are to be taken as mutually explanatory of one another.

4.2 In case conflicting statements or directives should occur among the contract documents, it shall be the responsibility of the successful bidder to notify the contractee, with a copy sent concurrently to the EIC/OIC, immediately in writing and obtain instructions from the contractee to eliminate the conflict.

4.3 The successful bidder shall notify the contractee, with a copy sent concurrently to EIC/OIC, promptly of any discrepancies, omissions or doubts it may have, regarding drawings, specifications or other documents. Noted or calculated dimensions shall always be followed

4.4 In the event of conflict between various documents forming the contract, the relevant terms and conditions of the work order shall prevail over those of all such other documents forming the contract and binding on the Parties.

5.0 CORRESPONDENCE:

5.1 All correspondence among the contractee, the engineer and the successful bidder and the titles and written notations on drawings etc. shall be in **English** language only

5.2 The contractee /engineer/ inspector designates the following address:

**IREL (INDIA) Limited,
(Orissa Sands Complex)
P.O. Matikhalo-761045,
Dist-Ganjam, Orissa, INDIA**

6.0 Standards

The Machinery and Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, the latest current edition or revision of the relevant Indian Standards and Codes shall be considered.

7.0 Scope of Order and Specifications

Contractor shall supply the material or execute the work/ provide service according to the specifications enclosed and in accordance with all conditions both general and specific enclosed with order, unless any or all of them have been modified or cancelled in writing either as a whole or in part by IREL(INDIA) Limited.

8.0 Inspection of site

The bidder or his representative shall be deemed to have inspected and examined the site and surroundings before submitting his tender and shall obtain the necessary information as to risks and other circumstances which may influence or affect his tender.

9.0 DEATH, BANKRUPTCY ETC.:

If the Contractor dies or dissolve or go into bankruptcy, or being a corporation cause to be wound up except for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in law of the estate of the Contractor or any such receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to IREL (INDIA) Limited and shall remain liable for the successful performance of the contract, and nothing aforesaid shall

be deemed to relieve the Contractor or his successors of his or their obligations under the contract under any circumstances. IREL (INDIA) Limited may terminate the Contract by notice in writing to the Contractor.

10.0 ASSIGNMENT AND SUBLETTING:

- (i) The contractor shall not assign, sublet or transfer the contract or any part thereof or any benefit or interest therein or there under without the written consent of company.
- (ii) The contractor shall not sublet the whole or any part of the work without the written consent of the company and such consent, if given, shall not establish any contractual relationship between the sub-contractor (s) and the company and shall not relieve the contractor of any responsibility, liability, or obligations under the contract and the contractor shall be responsible for the acts, defaults or neglects of any sub-contractor or his agent or workmen.

11.0 FORCE MAJEURE:

- (i) Force majeure is an event beyond the control of supplier/contractor and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the IREL(INDIA) Limited / Supplier either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes. The decision about force majeure shall rest with IREL(INDIA) Limited which shall be final and binding.
- (ii) If there is delay in performance or other failures by the supplier to perform obligations under its contract due to event of a Force Majeure, the supplier/contractor shall not be held responsible for such delays/failures.
- (iii) If a Force Majeure situation arises, the supplier shall promptly notify IREL(INDIA) Limited in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by IREL (INDIA) Limited in writing, the supplier shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- (iv) 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 sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

12.0 DUTIES AND POWER /AUTHORITY :

12.1 The duties and authorities of the IREL (INDIA) Limited's site representative are to act on behalf of the IREL(INDIA) Limited for:

- (i) Overall supervision, co-ordination at site
- (ii) Proper utilisation of equipment and services.
- (iii) Monitoring of performance and progress
- (iv) Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- (v) He shall have the authority, but not obligation at all times and any time to inspect/ test/ examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- (vi) Each and every document emerging from site in support of any claim by the contractor has to have the countersignature/ comments of the IREL(INDIA) Limited's representative/ engineer without which no claim will be entertained by the IREL(INDIA) Limited.

12.2 CONTRACTOR's representative:

- (i) The CONTRACTOR's representative shall have all the powers requisite for the performance of the works.
- (ii) He shall liaise with IREL(INDIA) Limited's representative for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- (iii) He will extend full co-operation to IREL(INDIA) Limited's representative/inspector in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (iv) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

13.1 CONTRACT DOCUMENT :

13.1 Governing language:

The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

13.2 Modification in CONTRACT:

All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects, including terms of delivery, shall be considered valid only when accepted in writing by IREL(INDIA) Limited by issuing amendment to the **CONTRACT**. IREL(INDIA) Limited shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of **CONTRACT**, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to **CONTRACT**.

13.3 Waivers:

It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorised agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

14.0 Alteration of specifications, patterns and drawings:

During the progress of the work, IREL(INDIA) Limited may require deviations from, additions to or omission in the drawings, specifications and the scope of work originally agreed upon between the Contractor and IREL(INDIA) Limited . Such changes shall not invalidate the Contract. The Contractor shall make such changes of whatever character they may be, as part of the Contract. As from that date the Stores shall be in accordance with the specifications, patterns and drawings so altered which the contractor is bound to comply with.

No change in the scope of the work shall be made without a written instruction issued therefore by IREL (INDIA) Limited. Revised drawings, bills of materials or specifications, shall also be considered as written instructions.

In the event of such alteration involving a revision in the cost, the same shall be discussed and mutually agreed to taking into account the unit rates of similar items in the contract. In case of disagreement, the decision of IREL (INDIA) Limited, in the cost, shall be final and conclusive.

15.0 Method of Black Listing/ banning Vendors and revocation of ban:

Any failure by the vendor to supply/execute the contract as per order may result in black listing of vendors name from approved list of vendors. The black listed vendor shall not be considered for a minimum period of one year from the date of black listing. However, Our Competent Authority can revoke any black listing order subject to adequate justification for the same.

Further, our Competent Authority may blacklist the bidder, if the bidder changes bid either techno-commercial and / or price or withdraws his bid after receipt of the same and during the validity period of bid.

Further, the vendor shall be banned from doing any business with the company with the approval of Competent Authority in case of:

- a. If security considerations including question of loyalty to the state so warrant.
- b. If the proprietor of the firm, its partner or representative is convicted by a court of law following prosecution for offences relating to business dealings.
- c. If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law, etc.

An order for ban / suspension passed for a certain specified period shall be deemed to have been automatically revoked on expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of suspension/ban passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.

An order of ban on grounds of conviction by Court of Law may be revoked if, in respect of the same facts, the accused has been wholly acquitted by a court of law.

16.0 Secrecy

The Contractor shall not at any time during the pendency of the contract or there after disclose any information furnished to them by IREL(INDIA) Limited or any drawings, designs, reports and other documents and information prepared by the Contractor for this contract, without the prior written approval of IREL except in so far as such disclosure is necessary for the performance of the Contractor's work and service hereunder.

17.0 Indemnity

The contractor shall indemnify IREL(INDIA) Limited and keep IREL(INDIA) Limited indemnified to the extent of the value of free issue materials to be issued till such time the entire contract is executed and proper account for the free issue materials is rendered and the left over/surplus and scrap items are returned to IREL(INDIA) Limited. The contractor shall not utilize IREL(INDIA) Limited's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause/result in any loss/damage to IREL(INDIA) Limited and in which case, the Contractor shall be liable to IREL(INDIA) Limited to pay compensation to the full extent of damage/loss and undertake to pay the same.

18.0 DISCIPLINE:-

CONTRACTOR shall maintain strict discipline among its employees and and shall abide by and conform to all rules and regulations promulgated by the IREL(INDIA) Limited governing the operations. Should IREL(INDIA) Limited feel that the conduct of any of CONTRACTOR/SUB-CONTRACTOR's employees is detrimental to IREL(INDIA) Limited 's interest, the IREL(INDIA) Limited shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of 7working days to replace the person by competent qualified person at CONTRACTOR's cost.

19.0 SAFETY AND LABOUR LAWS:-

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies

and by IREL (INDIA) Limited shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.

The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment thereof. Pl. refer Annexure-I for Compliance of all statutory obligations.

20.0 Accident or Injury to Workmen

The Contractor shall be solely liable for any accident or injury that may happen to any of his personnel engaged in the Contract. The company shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any personnel in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the company against all such claims, damages, compensations and proceedings.

The Contractor shall forthwith report to the company all cases of accidents to any of his personnel and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

21.0 INSURANCE:-

CONTRACTOR shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of its personnel deputed under this CONTRACT as well as CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this CONTRACT. IREL(INDIA) Limited will have no liability on this account.

22.0 TERMINATION

22.1 Termination on expiry of the CONTRACT

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the IREL(INDIA) Limited has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

22.2 Termination on account of force majeure

Either party shall have the right to terminate this CONTRACT on account of Force Majeure.

22.3 Termination on account of insolvency

In the event the CONTRACTOR or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the IREL(INDIA) Limited shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

22.4 Termination for unsatisfactory performance

If IREL (INDIA) Limited considers that the performance of the CONTRACTOR is unsatisfactory or, not upto the expected standard, the IREL(INDIA) Limited shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The IREL(INDIA) Limited shall have the option to terminate this Agreement by giving 30 days notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the IREL(INDIA) Limited.

INSURANCE

Successful bidder shall be required to mobilise complete resources for commencement of services at the specified site within a maximum number of 15 days from the date of order. If the CONTRACTOR (successful bidder) fails to mobilise as above, IREL(INDIA) Limited shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

22.6 **TERMINATION**

In all cases of termination herein set forth, the obligation of the IREL(INDIA) Limited to pay shall be limited to the period upto the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination. In case of termination of Contract herein set forth, except under 22.1 and 22.2, and / or annulment of the contract due to non-submission of Security Deposit, following actions shall be taken against the Contractor:

- i. IREL(INDIA) Limited shall conduct an inquiry against the Contractor and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the Contractor, then they shall be put on holiday [i.e. neither any tender enquiry will be issued to such a Contractor by IREL(INDIA) Limited against any type of tender nor their offer will be considered by IREL(INDIA) Limited against any ongoing tender(s) where contract between IREL(INDIA) Limited and that particular Contractor (as a bidder) has not been concluded] for a period of two years from the date the order for putting the Contractor on holiday is issued. However, the action taken by IREL(INDIA) Limited for putting that Contractor on holiday shall not have any effect on other ongoing contract(s), if any with that Contractor which shall continue till expiry of their term(s).
- ii. Pending completion of the enquiry process for putting the Contractor on holiday, IREL (INDIA) Limited shall neither issue any tender enquiry to the defaulting Contractor nor shall consider their offer in any ongoing tender.

23. **CHANGE IN LAW:**

23.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Bid for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, duties, the CONTRACTOR shall be indemnified for any such increased cost by the IREL(INDIA) Limited subject to the production of documentary proof to the satisfaction of the IREL(INDIA) Limited to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by IREL(INDIA) Limited.

23.2 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Bid for this CONTRACT and which results in any decrease in the cost of the works through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the IREL(INDIA) Limited, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

23.3 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Works/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the date of submission of Price Bid or revised price bid, if any, for the this CONTRACT shall be to CONTRACTOR's account. Any increase / decrease in the net amount of such duties, taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services / input) after the date of submission of bid but within the contractual completion / mobilization date as stipulated in the CONTRACT will be to the account of IREL(INDIA) Limited.

23.4 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services / inputs) after the contractual completion / mobilization date during the extended period will be to the contractor's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services / inputs) after the contractual completion / mobilization date will be to IREL(INDIA) Limited's account.

23.5 The Contract Price and other prices mentioned in the Schedule of Prices shall be based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, IREL(INDIA) Limited will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, IREL(INDIA) Limited will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

24.0 **EMPLOYMENT LIABILITY:**

- i. The Agency shall solely and exclusively be responsible for engaging or employing persons for the execution of this work. All employees engaged by the Agency shall be in its pay roll and be paid by them. IREL(INDIA) Limited will have no liability whatsoever concerning the workmen engaged for this service of the Agency. The Agency shall indemnify IREL(INDIA) Limited against any loss/damage/liability arising out of in the course of its employing persons or out of relations with its employees. The Agency shall make regular and full payment of wages along with statutory dues in cash in the presence of the representative of IREL(INDIA) Limited to the workmen within 7th of the following month irrespective of whether the Agency has raised the bill or not and furnish necessary documents whenever required by the competent authority. The agency shall comply with all Acts, Laws and Regulations applicable to the area with regard to performance of the work and including, Minimum Wages Act, 1948, Contract Labour (R&A) Act, 1970, Workmen's Compensation Act, 1923 Industrial Dispute Act, 1947 and take such steps as may be deemed necessary in this regard. It shall be directly responsible for any dispute arising between them and their personnel and keep IREL OSCOM indemnified against losses, damages or claims arising thereof.
- ii. In case of complaint of non-fulfillment of any obligation under the contract, IREL(INDIA) Limited reserves the right to with hold the payments due to them and out of such amount or amount of security held, if any or amounts likely to fall due to them (but with out obligation to do so) to make such payment as it may consider necessary for smooth and unhindered working.
- iii. There will be no relations of employer and employee between our IREL(INDIA) Limited and the personnel so engaged by Agency under the contract and no claims for any employment in IREL(INDIA) Limited will be entertained or tenable. It shall be the sole responsibility of the Agency to regulate and effect any terms of employment with the engaged persons without any liability whatsoever to the IREL(INDIA) Limited.

25.0 **Disputes :**

All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by an arbitrator to be appointed by the Chairman & Managing Director of IREL(INDIA) Limited. Proceedings as per Arbitration and Conciliation Act will be conducted. No objection shall be raised on the ground that the Arbitrator so appointed is an employee of IREL (INDIA) Limited or is one of the parties to the contract himself or that the persons who appointed had to deal with the matters to which the contract relates in his official capacity. The contractor shall not in any way delay or default or cause to delay or default the carrying out of the Works by reasons of the fact that any matter has been agreed to be referred to and/or referred to Arbitration. The seat of arbitration will be at Chatrapur, Ganjam and only the appropriate Court coming under High Court of Orissa will have jurisdiction to entertain all matters of litigation to the exclusion of all other courts.

26.0 Security regulations

The Contractor shall abide by all the security regulations at site promulgated by IREL(INDIA) Limited from time to time. The Contractor shall provide identity badges for all his personnel, which must be properly displayed by them at site.

27.0 NOTICES:

27.1 Service of notices on contractor

Any notice to be given to be Contractor under the terms of contract shall be served by sending the same by registered post or leaving the same at the contractor's principal place of business (or in the event of the contractor being a company to or its Registered office) or at the site.

27.2 Service of notices on Company

Any notice to be given to the company under the terms of the Contract shall be served by sending the same by registered post to CGM & HEAD, IREL(INDIA) Limited -OSCOM, Matikhalo -761 045 (Ganjam District) Orissa .

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL:

The special conditions of contract shall be read in conjunction with the general conditions of Contract, Specifications, Drawings and/or other supplementary documents detailing the work. Providing that where any provision of the General Conditions of Contract is repugnant to or at variance unless a different intention appears, the provision of the Special Conditions of Contract shall to the extent of such repugnance or variation prevail.

2.0 TENDER RATES:

- 2.1 The unit rates quoted in the bill of Quantities shall be firm throughout the period of Contract including extension of time, if any. If required by Engineer-In-Charge, the value of work will be amended upto 100% of total value of work. The tender has also a provision to repeat/extend the work after successful completion of work.
- 2.2 The unit rates shall be inclusive of all taxes, Levies and duties Levied by Central and state Governments and all other public and local authorities at the time of tender unless otherwise stated elsewhere. If at a later date, due to any Govt. notification, any additional/ new tax/duty is imposed, then the same shall be to the IREL(INDIA)LIMITED's account and the same shall be reimbursed to successful bidder on actual basis on production of documentary evidence to be furnished by the Bidder. The base date for this purpose shall be the due date of submission of price bid/revised price bid, as the case may be. Any variation in the existing rates of taxes/ duties shall be absorbed by the Contractor. The Bidder shall pay and bear all liabilities in respect of statutory variations regarding all taxes, duties, levies etc. that may be imposed beyond the contractual completion date in case the delay is due to reasons not attributable to IREL(INDIA)LIMITED.
- 2.3 The unit rates stated in the Bill of Quantities shall continue to be applicable for any variation in quantities stated therein even when the actual quantities are over and above that stated in the Bill of Quantities.
- 2.4 The unit rates in the Bill of Quantities shall also include cost of the following:
- a) Transport of construction plant, personnel, etc. to site at the start of the work and their withdrawal on completion of work;
 - b) Storage of materials at site and hoisting and Lowering to all Levels;
 - c) Supplying, transporting to site, unloading, protecting and installing materials in accordance with the specifications;
 - d) Accommodation of the contractor's staff and labour;
 - e) Insurance of materials at the site, labour and the work as directed by the Engineer-in-charge.
 - f) Protection of all equipment and materials, etc.;
 - g) Necessary care and precaution against damage to equipment including that supplied by the purchaser
 - h) All wastages.
 - i) Workmen compensation policy
 - j) Minimum wages to workmen, retrenchment compensation, Notice pay, gratuity or bonus as applicable, PF contribution of all laborers engaged for the work
 - k) Medical fitness certificate for all workmen from a doctor with minimum qualification of MBBS
 - l) Police verification certificate from local police station for all workmen engaged for the work
 - m) Providing basic personal protection equipments such as safety helmets, safety shoes etc. to all workmen engaged for the work.

Besides above all other terms and conditions, all statutory compliances as mentioned in this tender having financial implications shall have to be considered while quoting unit rates in the Bill of Quantities.

3.0 DURATION OF CONTRACT :

This Contract shall remain valid for a period of 45 (forty five) days from the date of acceptance ,Party has to accept the contract with in 15days of placement of order .IREL(INDIA)LIMITED reserves the right to amend/ extend the

order upto 100% of total value and time or part thereof if the performance of the successful tenderer is found to be satisfactory. However, IREL(INDIA)LIMITED reserves the right to terminate the contract at any time before the expiry of the normal tenure in case services is found to be deficient /unsatisfactory.

4.0 PAYMENT TERMS:

Our payment terms are "95% payment within 30 days on due certification of Bill/ running Account Bill by our Engineer-in-Charge and balance 5% of RA bill amount along with 5% of Security deposit (Total 10%) shall be released after **03 months** from the date of taking over the completed job by IREL(INDIA)LIMITED as per the details indicated under Security Deposit Clause and on production of "No dues certificate". Alternatively, the Contractor on successful execution of work submit a performance BG for 10% amount valid for **06(six) months** from the date of taking over the completed job by IREL(INDIA)LIMITED. On submission of PBG as above the Security Deposit including EMD (either in deposit form or BG form) and retention money will be released.

The contractor shall submit to the company on account bill (also known as 'Running account Bill') showing the estimated contract value of the permanent work executed till the date of raising the bill accompanied by detailed measurements. The contractor will be paid the amount admissible on the certificate of the engineer – in-charge the amount due to him on account of the estimated value of the permanent work executed at site, after deduction there from the amount already paid, the value of materials supplied by the company (if any), Income-tax, works tax, or any other statutory dues as applicable.

The contractor shall have to submit the Final bill immediately after completion of work but not later than a maximum period of 40 (fourty) days after successful execution of work along with all relevant documents such as certified measurements, material reconciliation statement, statement of materials and scrap returned to stores, labour payment, PF clearance etc. If contractor fails to submit the final bill within the stipulated period then their claim for payment may not be considered.

The final bill shall be checked by Engineer-In-Charge within 20 days after its receipt and returned to the contractor for corrections, if any are needed. The Contractor has to resubmit the bill with corrections within 20 days of its return by Engineer-In-Charge. The resubmitted bill shall be checked and paid within 30 days of its receipt.

The work will be covered under the provisions of Works Tax on Works Contract as per State VAT Act.

TDS will be deducted by IREL(INDIA)LIMITED from the bills of the contractor as per IT Act'1961.

3.1 No Mobilization advance will be paid.

3.2 No Secured advance will be paid for the work.

3.3 No other advance unless and otherwise stated elsewhere in the documents such as General Conditions of Contract, Special Conditions of Contract, etc. shall be payable.

4.0 COMPENSATION FOR ESCALATION IN THE RATES OF LABOUR, MATERIALS ETC.

No claim for any escalation shall, under any circumstance, be entertain able by the Company.

5.0 CONSTRUCTION FACILITIES

5.1 Construction Water:

Water required for the work will be made available free of cost to the contractor at one point existing available in the company premises. The contractor shall make his own arrangements for drawing water from this point and further distribution at his own cost with the approval of the Engineer-in-charge and shall make necessary temporary storage facilities for water sufficient for at least a day's requirements.

5.2 Construction Power:

Electricity power at 415/240V will be made available from 3 phase (4 wire) 50 cycles system to the contractor free of cost at one point existing available in the company premises. Further distribution, installation of the switch boards, necessary connections, etc. shall be arranged by the contractor at his own cost. All connections shall be made at the Contractor's cost and all wiring from the switchboard will be removed by the Contractor on completion of the work. He shall reinstate and make good any work disturbed by the temporary power lines to the satisfaction of the Engineer-in-charge.

- 5.3 The Company will endeavor to maintain a regular supply of power and water to meet the requirements. However, the employer shall not be responsible for any failure in power and/or water and any consequence arising therefrom. No claim for compensation for any failure or short supply of power and/or water will be entertained by the company. The contract shall indicate in Appendix-I to the Special Conditions of Contract the quantum of water and power he will require during construction.

5.4 **ACCOMMODATION:**

The company shall not be in a position to offer any lodging/ boarding facilities for contractor's personnel /men and it shall be the responsibility of the contractor to make his own arrangements in this respect. However, subject to availability, accommodation shall be provided to the Contractor's personal of supervisory grade and above on chargeable basis. The rent and other charges are however subject to change without notice.

5.5 **Workshop Facilities:**

Subject to availability and purely at the discretion of the company, workshop facilities such as cranes, Earth moving Equipments, etc. may be provided on chargeable basis. The charges are subject to change without notice.

5.6 **Temporary Roads:**

The Contractor shall construct and maintain at his own cost all temporary roads within the plant boundary for loading materials to various sites of construction or otherwise deemed necessary to carry on the work

- 5.7 All the amounts due from the contractor shall be recoverable from the on-account bills immediately on hand and if necessary from any money's due or which may become due to the contractor. Settlement of all dues on this account shall be pre-condition for settlements of the final bill

6.0 **TIME SCHEDULE OF CONSTRUCTION/ TIME PERIOD OF COMPLETION:**

Time is the essence of the contract. A period of 7 (seven) days shall be considered towards transit time for receipt of work order/ LOI by post from the date of issue of order. The Order acceptance, payment of Security Deposit and signing of articles of agreement is to be done within fifteen days reckoned after the initial postal transit period of seven days.

Time schedule of construction shall be reckoned thereafter i.e. after 22 days from the date of issue of order. The contractor shall complete the whole of the work to the satisfaction of the Engineer-in-charge within the time stated in the tender.

7.0 **PROGRAMME OF WORKS**

The contractor shall schedule his work to meet the specified target dates by submitting programme chart/Bar chart to the Engineer-in-charge and to best level for completion of work and ensure that drawings, materials, equipment and services required from other are requisitioned well in advance of the requirement at site, so as to meet the demand of the construction schedule. Delays which may affect progress of the work shall be brought immediately to the notice of the Engineer-in-charge in writing. The contractor shall reschedule the work and/or perform overtime work at his own cost as may be necessary to meet the required construction schedule.

8.0 **SUPPLY OF MATERIALS**

- 8.1 The contractor shall make his own arrangements to Supply all materials under the scope of BOQ. The payments to the contractor and reconciliation for all brought in consumable materials under BOQ shall be made only on certification of E.I.C. who shall be the final authority for acceptance or rejection of materials at site.

- 8.2 In case where the company has agreed to procure any materials and to supply to the contractor the landed cost of all such materials as determined by the Engineer-in-charge shall be recoverable from any bills or amounts in the hands of the company falling due to the contractor.

9.0 INSPECTION, TESTING AND REJECTION

- 9.1 The Engineer-in-charge shall be entitled, at all reasonable times during manufacture, to inspect, examine and test on the contractor's premises the materials and workmanship and performance of all plant to be supplied under the contract and if part of the said plant is being manufactured on other premises, the contractor shall obtain and furnish for the Engineer-in-charge permission to inspect, examine and test as if the said plant were being manufactured on the contractor's premises. Such inspection, examination or testing shall not release the contractor from any obligation under the contract.
- 9.2 The contractor shall give the Engineer-in-charge written notice of the date and the place at which any plant will be ready for testing as provided in the contract and the Engineer-in-charge shall attend at the place so named within fifteen days after the date which the contractor has stated in his notice. The Engineer-in-charge shall give twenty-four hours notice to the contractor in writing of his intention to attend the tests. In case where Engineer-in-charge requested to carry out inspection when in fact the equipment is not ready for testing, the cost of such visits including incidental expenses shall be to the contractor's account.
- 9.3 Where the contract provides and the Engineer-in-charge so desires for tests on the premises of the contractor or of any sub-contractor of the contractor, except where otherwise specified, shall provide free of charge such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be required and as may be reasonably demanded to carry out tests efficiently.
- 9.4 Where the contract provides and the Engineer-in-charge so desires for tests on the site, the company except where otherwise specified, shall provide free of charge, such labour, materials, electricity, fuel required, stores and apparatus as may be required and as may be reasonably demanded to carry out such tests efficiently.
- 9.5 As and when the Engineer-in-charge is satisfied that any plant shall have passed the tests referred to in this clause, he shall notify the contractor in writing to that effect. No plant shall be shipped or railed or otherwise dispatched before certificate of acceptance of shipment has been issued. The satisfactory completion of these tests or the issue of the certificate shall not bind the Engineer-in-charge to accept the plant should it on further tests after erection be found not to comply with the contract.
- 9.6 If after inspection, examining of any plant the Engineer-in-charge shall decide that such plant or any part thereof is defective or not in accordance with the contract, he may reject the said plant or part thereof giving the contractor within a reasonable time notice in writing of such rejection, stating therein the grounds upon which the said decision was based.
- 9.7 If at any time before the works are taken over, the Engineer-in-charge shall:
- a) Decide that any work done or plant supplied or materials used by the contractor or any sub contractor is or are defective or not in accordance with the contract or that the works or any portion thereof are defective or do not fulfill the requirements of the contract (all such matters being hereinafter in this clause called "defects").
 - b) As soon as reasonably practicable, give to the contractor notice in writing of the said decision specifying particulars of the defects alleged and of where the same are alleged to exist or to have occurred and,
 - c) So far as may be necessary place the plant of the contractors disposal, then, the contractor shall within a reasonable time at his own expense and with all speed make good the defects so specified. In case the contractor shall fail to do so the company may, provided he does so without undue delay, at the cost of the contractor, take such steps as may in all circumstances be reasonable to make good such defects. All plant provided by the company to replace defective plants shall comply with the contract and shall be obtained at reasonable prices and where reasonably practicable under the competitive conditions. The contractor shall be entitled to remove and retain all plant that the company may have replaced at the contractor's cost.

10.0 TESTS ON COMPLETION

- 10.1 The contractor shall give to the Engineer-in-charge in writing twenty one days notice of the date after which he will be ready to make the tests on completion. Unless otherwise agreed the tests shall take place within ten days after the said date, on such day or days as the Engineer-in-charge shall in writing notify the contractor.
- 10.2 If, in the opinion of the Engineer-in-charge the tests are being unduly delayed, he may by notice in writing call upon the contractor to make such tests within ten days from the receipt of the said notice and the contractor shall make the said tests on such day within the said ten days, as the contractor may fix and of which he shall give notice to Engineer-in-charge. If the contractor fails to make such tests within the time aforesaid the Engineer-in-charge may himself proceed to make the all tests so made by the Engineer-in-charge shall be paid at the risk and expense of the contractor.
- 10.3 If any portion of the works fails to pass the tests, test of the said portion shall, if required by the Engineer-in-charge or by the contractor, be repeated within a reasonable time on the same terms and conditions and all reasonable expenses to which the company may be put by the repetition of the tests shall be deducted from the contract price.

11.0 CONSTRUCTIONAL PLANT

- 11.1 The contractor shall make his own arrangement to procure all equipment for his work. He shall state in Appendix-II the type and number of different equipments with their capacities in good working condition, which he will use on the site to ensure completion of the work within the specified time.
- 11.2 All materials, plant and contractor's equipment, etc. once brought by the contractor on the site are not to be removed from there without the written authority from the Engineer-in-charge. Also the contractor shall have adequate stock of spare parts for the equipment on the site and the work shall not be delayed on this account. Similarly, all temporary works build by the contractor for the main construction undertaken by him are not to be dismantled and removed without the written authority from the Engineer-in-charge.

12.0 AUTHORISED AGENTS

The contractor shall have a duly authorized agent at the plant site from the commencement of work and till completion of the work as specified. Such agent shall be good to act on behalf of the contractor, to accept notice under the contract and to agree to extras, omission and variations in items of work and rates

13.0 CONSTRUCTION STORES AND SITE OFFICE

- 13.1 Suitable areas will be allocated by the company to the contractor to build, at his expense, stores for storing his equipment, plants, materials, etc. and also to build his site office. The contractor will be solely responsible for watching and guarding of his stores office, materials, plants, equipments etc.
- 13.2 The contractor shall cover all his equipment and materials at site with requisite insurance against theft, dacoity, fire, tempest, flood, earthquake, etc.

14.0 LABOUR AND SUPERVISORY CAMP

The contractor shall make his own arrangement for accommodation of his labour and supervisory personnel at site. The contractor shall include in his rate the cost of construction, maintenance and removal of such temporary accommodation for the labourers and supervisory staff and also suitable water supply and sanitary arrangements. The sanitary arrangements provided must conform to the rules and regulations of local authorities or public bodies.

15.0 CO-ORDINATION WITH OTHER CONTRACTORS

The erection of equipments shall progress with the construction of plant buildings. The contractor shall execute his work in a phased manner as directed by the engineer-in-charge from time to time 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 work.

16.0 CLEANING THE SITE

- 16.1 The contractor shall clean all required debris etc. at the site prior to the commencement of work at no extra cost.
- 16.2 On completion of works the site shall be cleared of all men, materials, plant and equipment belonging to the contractor. The contractor shall remove with engineer'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 the Engineer-in-charge. The site and surroundings shall be handed over in a clean and neat condition as required by the Engineer-in-charge.

17.0 COVERAGE OF CONTRACT

- 17.1 The contractor shall carry out and complete the works in every respect in accordance with the contract and in accordance with the directions of and to the satisfaction of the Engineer-in-charge. The Engineer – in- charge /Company may in his absolute discretion from time to time issue further drawing and or written instruction, details, directions and explanations which are hereafter collectively referred to as by the company's instructions in regard to:

18.0 CONTRACT DOCUMENTS

18.1 Custody of drawings

The drawings shall remain in the sole custody of the company but three copies thereof shall be furnished to the contractor free of cost. The contractor shall provide and make at his own expense any further copies, detailed drawings etc. required by him. At the completion for the contract, the contractor shall return all drawings provided under the contract. The detailed drawings prepared by the contractor should have the approval of Engineer-in-charge before start of work.

18.2 Additional drawings

The contractor shall give adequate notice in writing to the Engineer-in -charge any further drawings or specifications that may be required for the execution of the works or otherwise under the contract.

18.3 One copy of the drawing to be kept

One copy of the drawings furnished to the contractor as aforesaid shall be kept by the contractor at the site and the same shall at all reasonable times be available for inspection and use by the engineer in charge and any other person authorised by the Engineer-in-charge in writing or verbally instructed .

18.4 Further drawings and constructions

The company shall have full power and authority to supply to the contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same

19.0 General Obligations

19.1 Contract Agreement

The contractor shall enter into and execute a contract agreement in the form annexed hereto within the time specified in the letter of intent/ work order.

19.2 Inspection of site

The contractor shall visit, inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the ground and sub-soil (so far as is practicable) the form and the nature of the site, the quantities and nature of the work and the material necessary for the construction. Completion and maintenance of the works and the means of the access to the site and the accommodation and other facilities that he may require and in general shall himself obtain all necessary information as to working conditions , risks contingencies which may influence or affect his tender. No extra charges consequent on any misunderstandings or otherwise shall be allowed

19.3 Sufficiency of tender

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced bill of quantities and that the schedule of rates and prices (if any) to cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works

19.4 Works to be to the satisfaction of the Engineer-in-charge

Save in so far as it is legally and physically impossible the contractor shall execute , complete and maintain the work in strict accordance with the contract to the satisfaction of the Engineer-in-charge and shall comply with and obey strictly to the Engineer-in-charge' s instructions and directions on any matter (whether mentioned in the contract or not) touching or concerning the works. The contractor shall take instructions and directions only from the engineer-in-charge.

19.5 Plan of operation and coordination

For execution of the work under the contract the contractor shall be required to coordinate is work with that of other contractors performing work at the site and also in the same areas. So far as practicable all contractors shall have equal rights to use all road grounds and facilities made available for the joint use of the contractors. In case of disagreement regarding such use, the decision of the Head-OSCOM shall govern

19.6 Watching & Lighting

The contractor shall in connection with the works provides and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-charge or by any competent statutory or other authority for the protection of the works or for the safety and convenience of the public or others.

19.7 Care of Works

From the commencement to the completion of the works the contractor shall take full responsibility for the care thereof and of all temporary works and in case any damage, loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever save and except the excepted risks as defined shall at his own cost repair and make good the same so that at completion the works shall be in good order and condition and in conformity in every respect with the requirement of the contract and the Engineer-in-charge's instructions. In the event of any such damage, loss or injury happening from any of the excepted risks, the contractor shall if and to the extent required by the Engineer-in-charge and subject always to the provisions of repair and make good the same as aforesaid at the cost of the company. The contractor shall also be liable for any damage to the works occasioned by him in the course of any operation carried out by him for the purpose of complying with his obligations under this clause.

20.0 Insurance

20.1 Before commencing execution of the work, the contractor and his sub-contractor/s (but without limiting his obligations and responsibilities) shall at his expense, insure the whole or any part of the material/work against any loss and damage by fire, theft, larceny dacoits, tempest, flood, earthquake or any other natural calamity or against any riot, civil war or insurrection or against any damage by aircraft with such insurer as may be acceptable to the company. Such insurance shall be effected in the name of the company in terms to be approved by him and shall be of such value as may be determined in this behalf by the company from time to time. The contractor shall lodge with the company the policies and receipts of the premia for such insurance and shall keep such policies in force until the completion of the whole or part of the work in respect of which insurance has been effected and policies have been taken out including the period of maintenance thereof as certified by the Engineer-in-charge.

20.2 Such insurance shall not in any way be construed as a limit or bar to the liability or obligation of the contractor under the contract to complete the work in all respects, as certified by the Engineer-in-charge.

20.3 In event of any such loss or damage as aforesaid the money due under any such insurance policy shall be received by the company. The contractor shall repair and/or reconstruct the work so damaged in accordance with the instructions and directions from the Engineer-in-charge the value of such work shall be ascertained and paid for as if it was additional work.

21.0 Damages to persons & property:

The contractor shall (except if and so far as the contract otherwise provides) indemnify and keep indemnified, the company against all losses and claims for injuries or damage to any person or property whatsoever (including surface or other damage to land or trees or crops being on the site suffered by tenants or occupiers) which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings, damages costs, charges and expenses whatsoever in respect thereof or in relation thereto provided always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or to indemnify the company against any compensation or damages for in respect to:

- a) The permanent use or occupation of land by the works or any part thereof (save in respect of damages to crops as aforesaid).
- b) The right of the company to construct the works or any part thereof on, over, under, in, or through any land.
- c) Interference whether the temporary or permanent resulting any right or light, airway or water or other easement or quasi-easement which is the unavoidable result of the construction of the works in accordance with the contract.
- d) Injuries or damages to persons or property resulting from any act or neglect done or committed during the currency of the contract by the company, his agents, servants or other contractors (not being employed by the contractor) or for or in respect of any claim demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.

22.0 Third party insurance

The tenderer's rate shall deem to include taking into account that he has to work in operating plant and shall take sufficient care in moving the plants, equipments and materials from one place to another; so that they do not cause any damage to any person or to the property or to any person of the company or to a third party including overhead cables, pipe lines etc. In the event of such damages including eventual loss of production and operation of the plants or services in any plant or establishment as estimated by the company or ascertained by the third party the same shall be borne by the contractor.

23.0 Patent Rights & Royalties

23.1 The contractor shall save harmless and indemnify the company from and against all claims and proceedings for or on account of infringement of any patent rights, design, trade mark, or name or other protected rights in respect of any constructional plant, machine, work or material used for or in connection with the works or temporary works or any of them and from and against all claims, demands, proceedings, damages, costs, charges and express whatsoever in respect thereof or in relation thereto.

23.2 Except where otherwise specified, the contractor shall pay all tollages and other royalties, rent and other payments (if any) for getting stone sand, gravel, clay and other materials to the site required for the works or temporary works or any of them.

24.0 Possession of site

The Engineer-in-charge shall give written order to commence the work to the contractor and give site clearance as may be required to enable the contractor to commence and proceed with the construction of the works in accordance with programme. If the contractor's suffers delay or incurs expense from failure on the part of the company to give possession in accordance with the terms of this clause, the Engineer-in-charge may grant suitable extension of time for the completion of the works and certify the same.

25.0 Extension of time for completion

Should the amount of extra or additional work of any kind whatsoever which may occur be such as fairly to entitle the contractor to an extension of time for the completion of work, the Engineer-in-charge shall determine the amount of such extension and process for amendment of the Order completion date accordingly.

26.0 Liquidated damages

For delays attributable to the contractor, LD shall be levied @0.5% per week or part thereof on the total value of work order for each week of delay subject to a maximum of 5% of the total value of contract. However, if separate period of completion is specified for certain item of work, or group of items of work, at the time of issuing the order, the liquidated damage can be levied accordingly for the value of the item of work or group of items of work. The company may without prejudice to any other method of recovery deduct the amount of such damages from any moneys in his hands due or which may become due to the contractor under the contract or any other contract between the contractor and the company. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works or from any other obligations and liabilities under the contract.

27.0 Certificate of completion of works

As soon as in the opinion of the Engineer-in-charge the works shall have been actually completed in all respect the Engineer-in-charge shall issue a Certificate of completion in respect of the works and the period of maintenance/Guarantee of the works shall commence from the date of such certificate. Provided that the Engineer-in-charge may give such a certificate with respect to any substantial part of the works which has been both completed to the satisfaction of the Engineer-in-charge and occupied or used by the company and any such certificate is given in respect of a part of the works such part shall be considered as completed and the period of maintenance/guarantee of such part shall commence from the date of such certificate. Provided always that a certificate of completion given in accordance with the forgoing provisions for any part of the works occupied and used as aforesaid shall not be deemed to certify completion on any ground requiring reinstatement unless such certificate shall expressly so state.

28 MAINTENANCE/GUARANTEE AND DEFECTS

28.1 Definition of period of maintenance/Guarantee In these conditions the expression period of maintenance/guarantee shall mean the period of maintenance/guarantee named in the Schedule of Tender calculated from the date of completion of the works certified by the Engineer-in-charge or in the event of more than one certificate having been issued by the Engineer-in-charge under the said clause from the respective dates so certified and in relation to the period of maintenance the expression the works shall be construed accordingly. In this contract the maintenance/guarantee period will be 60 months from the date of taking over of completed job by IREL(INDIA)LIMITED.

28.2 To the extent that the works shall at or as soon as practicable after the expiration of the period of maintenance/guarantee be delivered to the company in good and perfect condition (fair wear and tear excepted) and to the satisfaction of the Engineer-in-charge as that in which they were at the commencement of the period of Maintenance/guarantee, The contractor shall execute all such work of repair, amendment, reconstruction, re-certification and making good of defects, imperfections, shrinkages or other faults as may be required of the contractor in writing by the Engineer-in-charge during the period of maintenance/ guarantee as a result of an inspection made by or on behalf of the Engineer-in-charge prior to its expiration.

28.3 Cost of Execution of repair

All such work shall be carried out by the contractor at his own expense if the necessity thereof shall in the opinion of the Engineer-in-charge be due to the use of materials or workmanship not in accordance with the contract or due to neglect or failure on the part of the contractor to comply with any obligations expressed or implied on the contractor's part under the contract. If in the opinion of the Engineer-in-charge such necessity shall be due to any other cause the value of such work shall be ascertained and paid for as it was additional work.

28.4 Remedy when contractors fail to carry out work

If the contractor shall fail to do any such work as aforesaid required by the engineer-in-charge the company shall be entitled to carry out such work by his own workmen or by other contractors as if such work which the contractor should have carried out, at the contractors own cost and the company shall be entitled to recover from the contractor the cost thereof or may deduct the same from any money due to or may become due to the contractor under this contract or any other contract between the contractor and the company

28.5 Contractor to search

The contractor shall if required by the Engineer-in-Charge in writing search for the cause of any defect, imperfection or fault under the direction of the Engineer-in-charge, unless such defect, imperfection or fault shall be one for which the Contractor is liable under the contract, the cost of work carried out by the Contractor in searching as aforesaid shall be borne by the company. But if such defect, imperfection or default shall be one for which the contractor is liable as aforesaid the cost of work carried out in searching as aforesaid shall be borne by the contractor and he shall in such case repair, rectify and make good such defect, imperfection of default at his own expense.

29.0 **ALTERATION, ADDITIONS & OMISSIONS:**

29.1 Variations

The Engineer-in-charge shall make any variation of the form, quality and /or quantity of the works or any part thereof that may in his opinion be necessary and for that purpose or if for any other reason it shall in his opinion be desirable. He shall have power to order the Contractor to do and the Contractor shall do any of the following:

- a) Increase or decrease the quantity of any work included in the Contract;
- b) Omit any such work;
- c) Change the character or quality or kind of any such work;
- d) Change the levels, lines, position and dimensions of any part of the works;
- e) Executive additional work of any kind necessary for the completion of the works and no such variation shall in any way vitiate or invalidate the Contract but the value (if any) of all such variations shall be taken into account in ascertaining the amount of the Contract price.

29.2 Order for Variation to be in writing

No such variation shall be made by the Contractor without the prior order in writing of the Engineer – in – charge. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of any order given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

Provided also that if for any reason the Engineer – in – charge shall consider it desirable to give any such order verbally, the Contractor shall comply with such order and confirmation by the Contractor in writing of such verbal order given by the Engineer – in – charge shall be deemed to be an order in writing

30.0 **MEASUREMENTS**

30.1 The quantities set out in the bill of quantities are the probable and estimated quantities of the work but they are not to be taken as the actual and correct quantities of the works to be executed by the contractor in fulfillment of his obligation under the contract. It must be clearly understood that the contract is not a lump sum contract and the company does not in anyway assure the contractor or guarantee that the actual work should correspond to the probable or the estimated quantities indicated in the bill of quantities. No change whatsoever in unit rate shall be admissible for any variation in quantities. The unit prices stated in the bill of quantities shall be inclusive of everything necessary to complete the said items of work within the contemplation of the contract and beyond the unit prices no extra payment shall be allowed for incidental or contingent work, labour, materials and plant, etc.

30.2 Works to be measured

The engineer-in-charge shall accept as otherwise stated ascertain and determine by measurements the value of work done in accordance with the contractor. He shall when he requires any part or parts of the work is to be measured give notice to the contractor who shall forthwith attend or send a qualified agent to assist the Engineer-in-charge in making such measurement and shall furnish all particulars and standards required by him. Should the contractor not attend or neglect or omit to send such agent on the date/s fixed by the Engineer-in-charge for taking the measurement as per notice given to the contractor then the measurement made by the Engineer-in-charge or approved by him shall be taken to be the correct measurement of the work. The Engineer in charge shall cause the measurement to be recorded in the measurement book maintained for the said purpose. The certification of the payment shall be based on the measurement noted in the measurement book.

30.3 Method of measurement

Except where any general or detail description of the work in the bill of quantities expressly shows to the contrary, bill of quantities shall be deemed to have been prepared and measurements shall be made according to the procedures set forth in the Indian standards method of measurements for building work IS:1200 and any subsequent amendment or modification thereof notwithstanding any general or local custom. All dimension and measurement shall be in metric units.

30.4 Period of final measurements

The final measurement and valuation in respect of the contract shall be completed within the period of final measurement stated in the Appendix-I calculated from the date of completion of the works as certified by the engineer in charge.

30.5 Assistance for taking final measurements

The contractor shall provide necessary labour tools, instruments and assistance to the company for checking layouts, alignments, levels and other survey work connected with the excavation of work and also for taking measurement for finished work at no extra cost to the company.

30.6 Maintenance Certificate

The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer-in-charge and delivered to the Company stating that the work have been completed and maintained to his satisfaction. The maintenance certificate shall be given by the Engineer- in-charge after fulfilling the above conditions and 14 days after the expiration of the period of maintenance/guarantee

31.0 Cement:-

The cement shall be Portland Pozzolona Cement (PPC) and shall comply with the requirements of the relevant Indian Standards & specifications such as IS: 1489 (Part I – Fly ash based) 1991/ latest revision. If required by E.I.C., samples for the purpose of testing shall be taken from the site of construction, from time to time in accordance with the methods laid down in Indian Standards, and be tested by the contractor at his own cost in approved laboratories to ascertain that the cement confirms to specification and has not been damaged or tampered during the storage or transport. Cement, concerning which there is any doubt, should be put to one side pending testing and cement that is condemned shall be immediately removed from the site.

Quoted rates of the Contractor shall be deemed to include cement wastage. The permissible wastage of 3% of theoretical consumption shall be worked out as per CPWD specification. The theoretical consumption and actual consumption at site should tally each other within the permissible variation of 3%. If the actual consumption is lower than the theoretical consumption by an amount greater than the permissible variation of 3% (three percent) of the theoretical consumption, the contractor shall be penalized for such variation by means of penal recovery from his running bills. For effecting the aforesaid penal recovery, the cost of cement for such recovery shall be as determined by IREL, and this shall be applied on double the quantity shortfall between permissible theoretical consumption (i.e. 97% of theoretical consumption as determined by CPWD specifications) and actual consumption. Normally cement consumption less than 3% of theoretical consumption is not acceptable for payment unless otherwise it is proved that structural capacity has not endangered due to under consumption.

The contractor shall use cement of Ultra Tech, Ambuja Cements , Ramco Cements or any other make conforming to IS: 1489 (Part 1) 1991 / latest revision

For Reinforced Cement Concrete works, theoretical consumption of cement shall be based on the coefficient indicated in the approved Design mix. For all other concrete/masonry/civil items, the coefficients for cement consumption shall be adopted as per CPWD practice.

32) MODE OF PAYMENT:

All payment shall be released after deducting the following:

- (a) Compensation recoverable, if any.
 - (b) Recoveries on account of IREL's facilities and services
 - (c) Deduction towards retention money.
 - (d) Deduction if any towards re-coupment of any amounts forfeited, adjusted, deducted out of security deposit.
 - (e) Statutory deductions such as IT(TDS) as per rules in vogue.
- Any other deductions.

Technical Specification**Scope of work:****Objective:**

The objective of the proposal is for refurbishing the existing vehicle shed in front of REEP Gate by removing the existing sheets, fixing of new GI Colour coated sheets, making of the room with bricks, plastering, wall painting, floor tiling, Aluminium door & window, False ceiling in one room and electrical fittings etc in all complete at IREL OSCOM. As per the drawing attached.

Scope of work:

The scope of work is as below but not limited to the following;

1. The bidder has to visit the site and understand the work before participating in the tender. The size of the shed to be refurbished is 25 m length x 5 m width. The height of the shed is approximately 3 -3.3 m.
2. The successful bidder has to remove the complete asbestos sheet (Top, back & sides of the shed) and hand over the same to IREL central stores.
3. The successful bidder has to supply, transport to site and fix GI Colour coated sheet of 0.6 mm thick sheet. All nut, bolts, screws, fasteners and accessories required for the work shall be under the scope of the successful bidder. The specification of GI sheets is provided in the technical specification.
4. The successful bidder has to carry out dismantling of concrete/ brick work / stone work/steel work and excavation of soil if any as per the site requirement. No extra payment will be made towards dismantling works if any carried out by the contractor.
5. The successful bidder has to supply, transportation and making of brick wall with bricks of minimum crushing strength 60 kg/cm² in all levels above and below plinth in cement mortar 1:6 (1 Cement : 6 coarse sand) with all materials and labour etc. complete.
6. The successful bidder has to supply, transportation and laying of 12 mm cement plaster mix 1:4(1 cement:4 sand) on rough faces including cost and conveyance of all materials, labour, scaffolding etc. complete as directed by Engineer-in-Charge at all levels with all materials and labour etc.
7. The successful bidder has to supply and fix 08 (eight) nos aluminium windows and three nos aluminium doors along with glazing/panel, handle, locking system etc as per the technical specification.
8. The successful bidder has to supply and provide RCC of 1:1.5:3 grade including the cost of centering, shuttering for all work below and above Plinth level.
9. The successful bidder has to supply reinforcement steel conforming to IS:1786 of SAIL/RINL/TATA (Minimum grade of reinforcement steel Fe 415; TMT/HYSD bars to be provided).
10. The successful bidder has to Supply, transport and lay premium quality Vitrified tiles 600 x 600 mm as per the technical specification.
11. The successful bidder has to supply and provide acrylic paint inside and outside of the building including existing structures as per the technical specification. Two coats of paint have to be provided and the colour of the paint has to be approved by EIC.
12. The successful bidder has to supply, transport and fabricate structural steel/MS grill. The material should be brand new and free from rust.
13. One room has to provided with False ceiling arrangement.
14. The successful bidder has to provide and eight number of ceiling fans with regulators, twelve numbers of LED tube lights complete with frame and one number of 63 A Lighting Distribution Board made of Thermoplastic Material. Lighting Distribution board shall have four way double door plain of 8 + 12 module (IP 43) of L&T make (Catlog no:DBTPN004DD) or equivalent.
15. All the debris has to be cleaned and the room has to be handed over to IREL.
16. All safety terms and mandatory rules have to be followed at premises as per standard IREL guidelines.

17. All supply materials has to be entered inside the site as per the procedures of IREL (India) Limited.

Bill of Quantity

Item No.	Description of item.	Unit	Qty.
1	Supplying, providing and laying of brick work with bricks of minimum crushing strength 60 kg/cm ² in all levels above and below plinth in cement mortar 1:6 (1 Cement : 6 coarse sand) with all materials and labour etc. complete.	Cum	45
2	Supplying, providing and laying of 12 mm cement plaster mix 1:4(1 cement:4 sand) on rough faces including cost and conveyance of all materials, labour, scaffolding etc. complete as directed by Engineer-in-Charge at all levels with all materials and labour etc. complete.	Sqm	400
3	Supplying, providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate Z sections including required all fittings and glazing / plywood work for opening/partition with required EPDM rubber/neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass/ stainless steel screws, all complete.	Sqm	18
4	Providing and laying in concrete of grade 1:1.5:3 (1 Cement : 1.5 coarse sand (zone-III): 3 graded stone aggregate 20 mm & below nominal size) as per the site requirement for all work below and above Plinth level including all shuttering work but excluding reinforcement work. This work also including dismantaling of cement concrete/ brick work/ stone work / steel work.	Cum	7.2
5	Supplying, providing and laying of reinforcement for RCC work including supplying, straightening, cutting, bending, placing in position and binding with binding wire complete including cost, conveyance, lead, lift of all materials for all types of RCC works as per drawing/specification and as directed by Engineer-in-charge at all levels.	Kg	580
6	Supplying, providing and painting with acrylic emulsion paint of approved brand and manufacture to give an even shade : Two or more coats. The interior surface must applied with wall putty after that two or more coats of interior paint applied including all materials and labour etc. complete.	Sqm	235
7	Supplying, providing and painting walls with Premium Acrylic Smooth exterior paint with Silicon additives of required shade:Two or more coats applied. The exterior surface must applied with exterior wall putty after that two or more coats of exterior paint applied including all materials and labour etc. complete.	Sqm	170

8	Supplying, providing and laying premium quality Vitrified tiles 600 x 600 mm (thickness to be specified by manufacturer but not less than 8mm), with water absorption less than 0.08 % and a)Flexural Strength>35 N/Sqmm (b) Moh's Hardness>6 (c) Abrasion resistance<204mm and, of approved make of RAK/Kajaria/Johnson and Johnson , in all colours & shade, in floor,skirting, riser of steps, over 12 mm thick bed of cement mortar 1:3 (1cement: 3 coarse sand), jointing with grey cement slurry @ 3.3kg/sqm including grouting the joint with white cement & matching pigments with all materials and labour etc. complete.	Sqm	125
9	Supply, Transportation to site and fixing of 0.6 mm thick G.I Colour coated sheet along with all accesories including removal of all asbestos sheet, transportation and handing over to IREL stores. (This work including the removal old asbestos sheet and structural steel work as per direction of EIC)	sq.m	125
10	Supply, Transportataion to site, fabrication and fixing of structural steel/ MS grill of different sizes and along with one coat of primer and two coats of paint.	Kg	500
11	Supply and installation of 8 numbers of Ceiling fans , 12 numbers of 18 w LED Tube lights along with fittings , 63 A LDB ,switch board regulator etc	LS	1
12	Supplying and fixing of false ceiling by providing 6mm square perforated Gypsum board of approved quality supported on suitable aluminium angles and tees fixed with room ceiling as directed by Engineer-In-Charge including all materials, labours, T&P etc. complete in all respect.	Sqm	25

Technical specification:

a. GI sheet:

- The successful bidder has to submit the Material Test Certificate (MTC) of the G.I Colour coated sheets. Brought out items like fasteners, bolts etc shall be from reputed manufacturers and of high quality.
- Relevant Indian Standards shall be followed wherever applicable.
- The contractor has to procure all required colour coated sheets, ridge, flashing and lighting sheets including fixing and fitting accessories etc of reputed make. The G.I Colour coated sheets should be of 0.6 mm thickness and polycarbonate sheets of 2 mm thickness. The corner and ridging sheets shall be of minimum 300 mm width on each side. A minimum of two numbers of lighting sheets has to be provided for proper lighting.

The successful contractor shall use pre-colour coated G.I sheets for roofing and for side sheeting and shall refer the technical particulars of pre-colour coated sheets given below, however the Contractor shall arrive at the required strength and thickness of pre-colour coating G.I sheets based on design guidelines given below.

Profile	Trapezoidal, with one side having long return leg with anti-capillary/sealant groove
Minimum Thickness	0.6 mm (Total coated thickness) for roof & monitors

	0.6 mm (Total coated thickness) for sides and gables
	0.6 mm (Total coated thickness) – Plain sheets for ridging/flashing
Base metal	Steel of minimum yield strength = 240 MPa
	a) Galvanising – Hot dip with minimum zinc coating = 120 gm/sq m.
	b) Paint Coating
	- Epoxy primer – 5-8 microns on both sides over galvanizing
	Top coat – Silicon modified polyester (SMP) 16-20 microns of approved colour
	Bottom coat – Silicon modified polyester (SMP) 5-7 microns of approved colour.

Plan for laying of the sheets with necessary cutting details, details for fixing sheets involving ridge, flashing and sealing arrangements for total water tightness prior to cutting is to be ascertained by the successful bidder. The workmanship shall be of the highest quality to ensure that there is no ingress of water into the building under heavy rain with storm. The contractor will check and satisfy himself about the straightness of the purlins.

Fasteners:

Self drilling / tapping screws of anti corrosive nature with double thread and scratch shield shall be provided with built in Ethylene Propylene Diene Monomer (EPDM) sealing washers of Corroshield /Buildex/ Hilti of requisite size and numbers as required by calculation for fixing sheets to structural members and for stitching sheet to sheet or flashing to sheet are to be provided by the contractor.

Measurement of sheeting works:

For measurement of sheeting works only coverage area of sheeting works done (roof area plus side wall areas excluding overlapping) shall only be considered.

b. Brick:

The bricks to be supplied shall have a minimum crushing strength 60 kg/cm² and the brick works has to be carried in all levels above and below plinth and provide with cement mortar 1:6 (1 Cement : 6 coarse sand) with all materials and labour etc. complete.

c. Plastering :

Plastering has to be made for 12 mm cement plaster mix 1:4(1 cement: 4 sand) on brick surfaces including cost and conveyance of all materials, labour, scaffolding etc. complete at all levels.

d. Aluminium windows and doors:

Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / panelling, C.P. brass/ stainless steel screws, all complete. Aluminum windows shall be of sliding type. Aluminium doors shall have locking facility. Powder coated aluminium (minimum thickness of powder coating 50 micron).

e. Glazing work of Aluminium doors and windows:

Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket with float glass panes of 4mm thickness with all materials and labour etc. complete.

f. RCC:

Providing and laying in RCC 1:1.5:3 (1cement: 1.5 Fine aggregate (Zone-III): 3 Coarse aggregate (20mm downgraded)) as per the site requirement. Cement to be used in this work shall be conforming to IS-1489 (Part-I). Cement produced by reputed manufacturer such as Ramco/Ultratech/ Konark/ ACC/Birla Gold/Ambuja or Equivalent. Cement within 02 (Two) months from the date of manufacture shall only be used in the work.

g. Vitrified Tiles:

The size of the vitrified tiles shall be of 600 mm x 600 mm and thickness to be specified by manufacturer but not less than 8mm. The tiles shall have the following features.

1. Water absorption less than 0.08 %
2. Flexural Strength > 35 N/Sq mm
3. Moh's Hardness > 6
4. Abrasion resistance < 204mm
5. Make: RAK/ Kajaria/ Johnson and Johnson, in all colours & shade, in floor, skirting, riser of steps, over 12 mm thick bed of cement mortar 1:3 (1cement: 3 coarse sand), jointing with grey cement slurry @ 3.3kg/sqm including grouting the joint with white cement & matching pigments with all materials and labour etc. complete.

h. Paint and painting works:

Supplying, providing and painting walls as per the specification

Exterior Paints: Premium Acrylic Smooth exterior paint with Silicon additives of required shade: Two or more coats. The exterior surface must be applied with exterior wall putty after that two or more coats of exterior paint applied including all materials and labour etc. complete.

Interior paints: Supplying, providing and painting with acrylic emulsion paint of approved brand and manufacture to give an even shade. Two or more coats. The interior surface must be applied with wall putty after that two or more coats of interior paint applied including all materials and labour etc. complete.

i. Structural steel :

Structural steel shall be conforming to IS 2062. One coat of primer has to be provided on the structural steel before fixing. Required holes and welding has to be made as per the requirement. After erection two coats of paint to be applied.

j. Ceiling fans:

Ceiling fan of 230v, single phase, 48" sweep, 3 blade ceiling fan with all standard accessories, with regulator, ISI marked. Guarantee certificate for 12 months of use to be provided. Fans shall be of reputed make.

k. LED tube lights

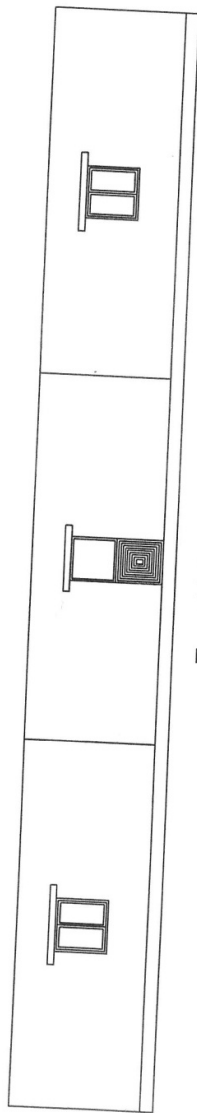
Energy saving, environment friendly long life, corrosion resistant, impact proof, surface mounting Luminaries with Poly carbonate housing and opal finish cover suitable for wet/moisture condition complete with all accessories along with 18w LED lamp. Suitable for 240v, 50 hz, single phase, approximately 18 watt lamps consumption, LED efficacy 110lumen /watt (minimum 80lumen /watt at 120 degree) and of reputed make. Guarantee to be provided for minimum 24 months from date of supply.

l. Lighting Distribution Board:

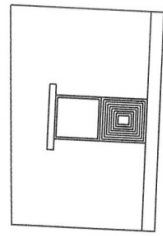
Lighting distribution board shall be of 63 A with 6 outgoing and 16 A single phase Neutral. The switch boards shall be of 1P + 1S + 3 Switches with 5 sq mm copper cable. Three A/c provision switch boards with 6 sq.mm copper cable at equal distance (width of each shall be 5 m, 10 m, 15 m). Supply to LDB is in IREL scope.

m. False ceiling:

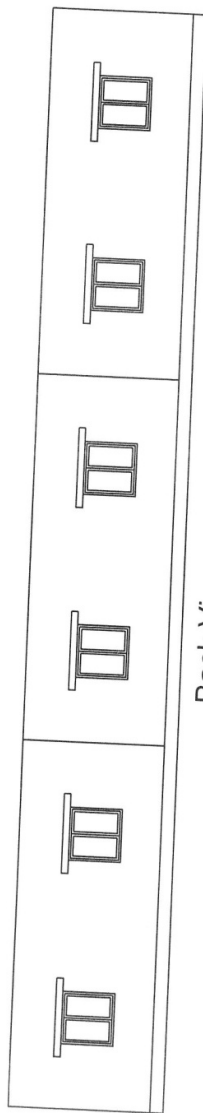
Supplying and fixing of false ceiling by providing 6mm square perforated Gypsum board of approved quality supported on suitable aluminium angles and tees fixed with room ceiling as directed by Engineer-In-Charge including all materials, labours, T&P etc. complete in all respect.



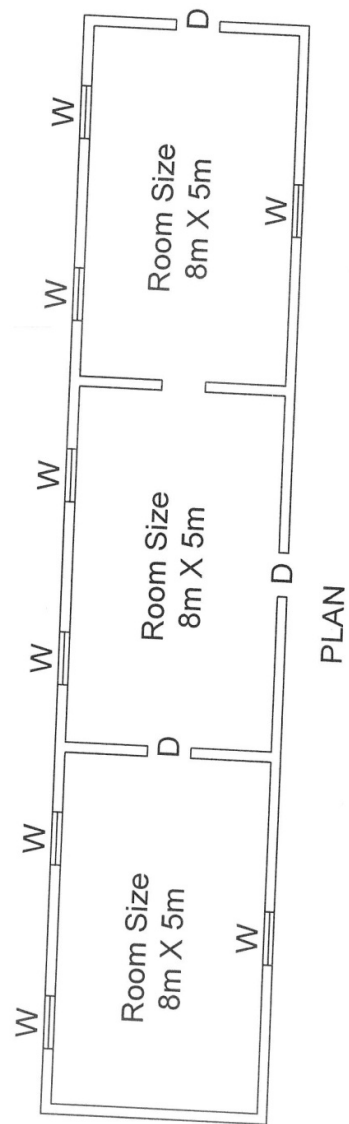
Front View



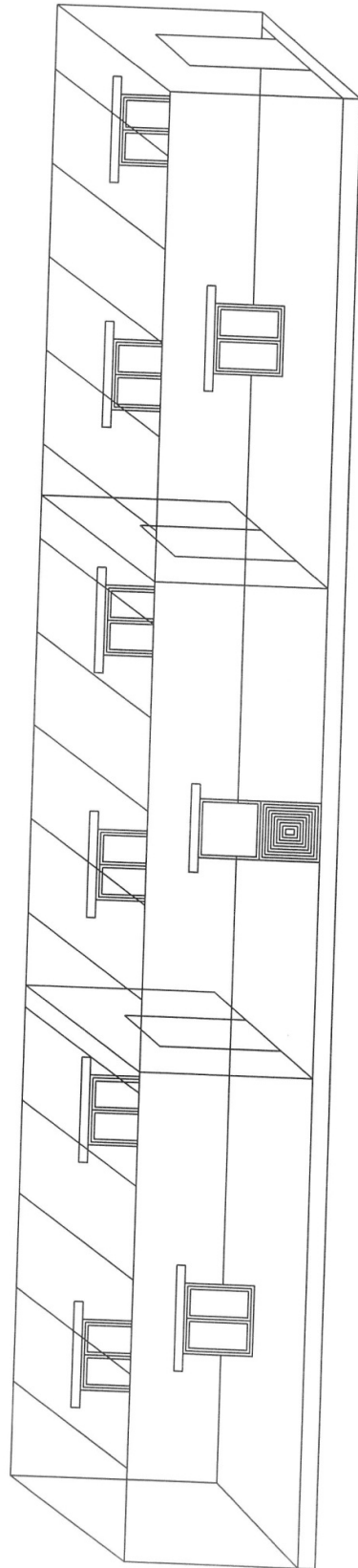
Side View



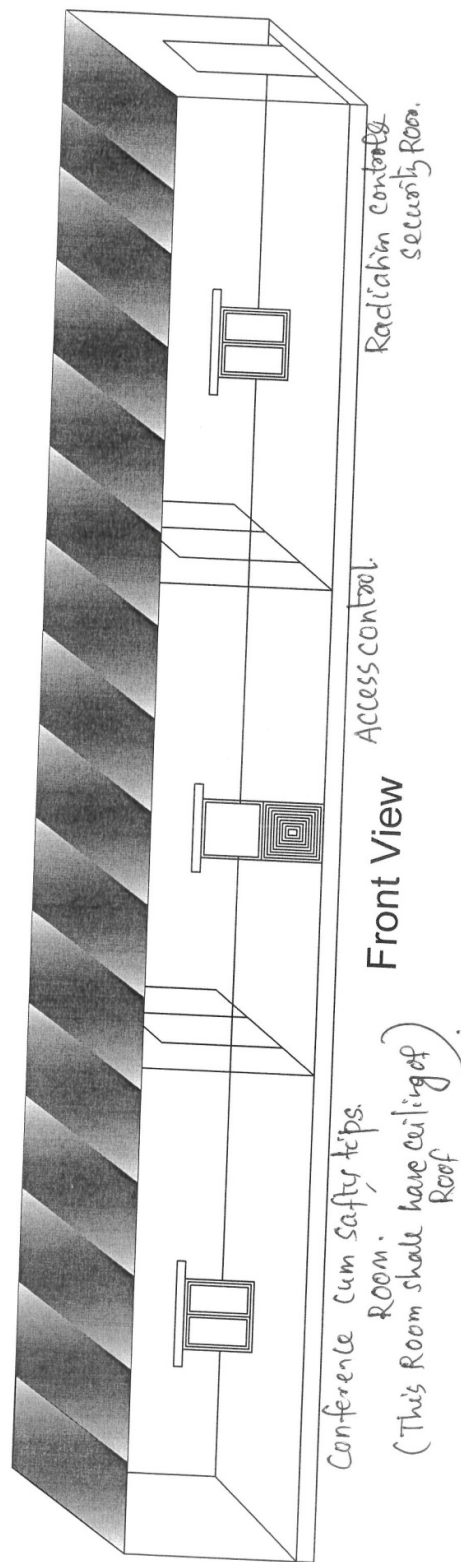
Back View



PLAN



Front View



Techno- Commercial Terms for response by the participating bidders:

Sl No.	Techno- Commercial Terms	Response
1	Bidder should carefully study the Technical specifications and General terms and conditions before participating in the tender. All terms and Conditions of the NIT including Corrigendum if any, shall be applicable.	AGREE
2	Bidder agrees to execute the work strictly as per the technical specifications and also to comply to the statutory requirements as required for execution of the work.	AGREE
3	(i) Not to provide any gift and/ or inducement to any employee of the company in connection with securing/ being granted favour(s) in my/our dealings with the company and its field Unit namely OSCOM at Orissa, (ii) To immediately report any gift and / or inducement sought by any employee of the company in exchange of the company and /or its field Units granting favour(s) to me/us in my/our dealings with the company and /or its field units.	AGREE
4.	Bidder agrees to upload the documents in proof of meeting the Pre-qualification criteria as called for in the tender.	AGREE
5.	Bidder agrees to Special Conditions of Contract	AGREE
6	Bidder agrees to upload details of EMD and TDC (if applicable) paid (or) In case Bidder happens to be Central / State PSU or happens to be MSE registered with NSIC and are interested in waiver from EMD submission, relevant self attested scanned copy of certificates like Udyogaadhar , NSIC Registration Certificates etc. are to be uploaded.	AGREE
7	Contact details i.e. Name & Designation of the Contact person Address Phone no. Email	Remarks

SCHEDULE OF PRICE

Item no	Job description	Unit	Qty	Unit rate a	Gst in % b	Total $a+(a \times b/100)$
1	Supplying, providing and laying of brick work as per the scope of work.	Cum	45			
2	Supplying, providing and laying of 12 mm cement plaster as per the scope of work	Sqm	400			
3	Supplying, providing and fixing aluminium work as per the scope of work	Sqm	18			
4	Providing and laying in concrete of grade 1:1.5:3 as per the scope of work	Cum	7.2			
5	Supplying, providing and laying of reinforcement for RCC work as per the scope of work	Kg	580			
6	Supplying, providing and painting with acrylic emulsion paint as per the scope of work	Sqm	235			
7	Supplying, providing and painting walls with Premium Acrylic Smooth exterior paint as per the scope of work.	Sqm	170			
8	Supplying, providing and laying premium quality Vitrified tiles 600 x 600 mm as per the scope of work	Sqm	125			
9	Supply, Transportation to site and fixing of 0.6 mm thick G.I Colour coated sheet along with all accessories as per the scope of work	sq.m	125			
10	Supply, Transportation to site, fabrication and fixing of structural steel as per the scope of work	Kg	500			
11	Supply and installation of 8 numbers of Ceiling fans as per the scope of work	LS	1			
12	Supplying and fixing of false ceiling by providing 6mm square perforated Gypsum board as per the scope of work	Sqm	25			

- Tax should be mentioned in % only.
- If Separate tax is not mentioned in the price schedule, the rate quoted will be considered as inclusive of tax.
- Evaluation shall be done on overall L-1 basis after taking net of Tax Credit.

INSTRUCTIONS TO CONTRACTOR FOR STATUTORY COMPLIANCES FOR JOB / WORK / LABOUR CONTRACT

1.0 Statutory registrations and clearances – Pre-Requisites

Contractor shall commence the work only after obtaining the following:

- 1.1) Labour License.
- 1.2) Provident fund code no.
- 1.3) ESI code no.
- 1.4) Notice of commencement in Form 6-A & Maintain Register of workers Form-13.

2.0 Contractor shall ensure following while executing contract.

- 2.1) Employment card as per Contract Labour (Regulation & Abolition) Act.
- 2.2) Annual leave with wages including National Holiday & Festival holiday.
- 2.3) Leave record register.
- 2.4) Shall engage only adult workers who have attained the age of 18.
- 2.5) Work to be done on second/third shift, overtime, Sundays or on other declared holidays with written permission.
- 2.6) Obtain insurance cover for his employees/equipments, tools etc & third party insurance coverage at his own cost.
- 2.7) Remit Provident fund contributions in prescribed 3A & 6A forms.
- 2.8) ESI contributions in Form 6.
- 2.9) Submit challans of PF & ESI contributions every month.
- 2.10) Provide Personal protective equipments for his employees.
- 2.11) Distribute wage slip each month to his employees
- 2.12) Ensure payment as per minimum wages act, 1948 in presence of HRM and concerned dept representative.
- 2.13) Uniform to labours if provided by the Contractor, it must be different from IREL employees.

3.0 Appointment and termination of workers by contractor

- 3.1 Contractor shall make appointment of his Employees only for a specific period and same shall be recorded in employment card.
- 3.2 Contractor shall have the sole discretion to decide on employing, rewarding or terminating the services etc. of his employees. However, his employees must possess such qualifications, experience, age requirement and medical and physical standards as required for the work awarded to the contractor.
- 3.3 In case of termination of services of any employee of contractor, the contractor will ensure that wage payment and other dues to his employee is made within 48 hours of termination of services of such employee. While termination of the services of any of his employee, the contractor will discharge all formalities as per the Industrial Dispute Act such as payment of retrenchment compensation and gratuity as due and admissible.

4.0 Leave with wages

- 4.1 Contractor shall allow Annual leave with wages as under Mines Act.
- 4.2 One-day leave for every 20 days of work performed during preceding calendar year after completing 240 days of service in preceding calendar year.
- 4.3 Un-availed leave can be carried forward to next Calendar year but carry forward should not exceed 30 days. Leave should not be taken more than 3 times in a Calendar year and for which application before 15 days should be made.
- 4.4 In addition, festival and National Holidays shall also be availed by employee of contractor during the Calendar year as per the holidays declared by the IREL(INDIA) Limited.
- 4.5 Contractor shall maintain leave record register.

5.0 Attendance Card

- 5.1 Contractor has to provide attendance card to his employee who will obtain endorsement of time of arrival at the work place and time of leaving the work place. The contractor shall maintain Attendance card which will be retained by his employee and will be handed over to the contractor after the end of each wage month.

6.0 Statutory obligations

- 6.1 Contractor shall engage only adult workers who have attained the age of 18 years and female workers shall not be employed between 7 PM to 6 Am on all days including Sundays and Holidays.
- 6.2 Contractor shall observe local laws. As far as possible unskilled workers shall be engaged from the local areas only in which work is being executed.
- 6.3 Contractor shall not employ any inter-state migrant workmen as defined in the Inter-State Migrant Workmen Act in the establishment except by prior permission of the Principal Employer.
- 6.4 Contractor shall observe Provisions of the Mines Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee.
- 6.5 In case a contractor employs women as his employee, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- 6.6 Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the payment of Gratuity Act, will be the sole responsibility of the contractor.

7.0 PF & ESI Contribution & Returns

- 7.1 Contractor shall remit Provident fund contribution of employee's together with Employer's within 15 days from the date of disbursement of wages to his employee. Monthly and annual returns in 3A & 6A prescribed forms should be submitted to the RPFC office. Present rate of employer share of PF is 13.15% and employee share is 12%.
- 7.2 Contractor shall remit ESI contributions of employee's together with employer's within 21 days of the last day of the calendar month in which the contribution falls due and shall send a return of contribution in Form 6 before 12th May and 12th November of every year along with receipted challans to ESI office. Present rate of employer share is ESI 4.75% and employee is 1.75%
- 7.3 Contractor shall submit a copy of latest PF& ESI returns and inspection reports from statutory authorities alongwith a copy of challans for having deposited PF & ESI contributions every month.
- 7.4 Contractor shall submit following Certificate for each contract separately every month.
- " It is certified that PF challans of the amount ----- pertains to my workers whose names are appearing in the wage sheet of the month ----- and these workers are engaged in -----
----- (type of work) against work order no. ----- in ----- (name of department).

Signature of Contractor

Note : - Similar certificate shall be submitted for ESI also.

- 7.5 Contractor shall fully comply all other formalities as per the PF & ESI statutory provisions and submit a copy of the same for replying to Statutory authorities in case of any complaints.
- ## **8.0 Medical care in case of accident**
- 8.1 It is the responsibility of contractor to undertake necessary care and make arrangement for transportation and treatment of his employee at ESI Hospital or any tie up hospitals of ESIC.
- 8.2 Contractor should assist and guide his employees for claiming lawful benefits from ESI.

9.0 Supervision

Contractor shall employ adequate number of competent and qualified supervisors to supervise and control his employee at the work spot during execution of work for effective supervision. They will also identify their employee and regulate entry at gate at the time of entering and leaving the factory. Name and address of the Supervisor shall be submitted to the concerned department by the contractor.

10.0 Payment of wages

10.1 Payment shall be made by the contractor to his employees as per their category & nature of work, which shall not be less than the rates declared from time to time under Minimum Wages Act, by Govt. of India.

10.2 Over and above the daily wage rate, payment shall be made for leave with wages.

10.3 Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorised representative of contract operating division who shall record under his signature at the end of entries in the Register of wages in the following form

“Certified that the amount shown in column no. has been paid to the workers concerned in my presence on date at time.....”.

Signature of representative

10.4 Contractor shall distribute wage slip to his employee one day before the monthly wage payment date.

11.0 Safety and disciplinary action

11.1 Contractor shall ensure that his employee does not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the contractor failing which the contract operating division will provide safety equipment to such employee of the contractor at the cost of the contractor to be recovered from his bills. Contractor shall fully indemnify IREL against any claim for damages for injury to person or property resulting from such accidents.

11.2 Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.

11.3 Contractor will be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advise of Contracting officer.

11.4 Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.

11.5 Contractor shall fully comply provisions of various applicable labour laws.

12.0 Records & information to be furnished by contractor

12.1 Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities at short notice.

12.2 Contractor shall submit the details of work awarded to him by other departments indicating work order No., nature of work and maximum number of workers employed etc.

12.3 Contractor shall provide information as required in respect of all of his employees employed by him to enable the Contract operating division to monitor compliance of P.F./ESI and also to enable him to furnish information to Ministry and Labour deptt. as may be required.

12.4 Contractor shall provide full particulars of each employee employed by him before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the Labour Department under the Contract Labour (Regulation and Abolition) Act 1970 .

13.0 Compliance of Statutory provisions

Contractor shall fully comply provisions of the following enactments and other enactments as applicable for such contracts.

- Contract Labour (R&A) Act 1970 and rules 1971.
- Payment of Wages Act.

- Minimum Wages act 1948, M.P. Rules 1958.
- Employees State Insurance Act 1948, Rules and Regulations 1950.
- Employees Provident Fund Act 1952 and Pension Scheme 1995.
- Workmen's Compensation Act 1923.
- Maternity Benefit Act 1961.
- Equal Emolument Act 1976.
- Payment of Bonus Act 1963,
- Inter State Migrant Workmen Act
- . Industrial Disputes Act, 1947

GUIDE LINES IN CASE OF ACCIDENT

A) Steps to be followed

- 1) Locate the contractor & also inform Welfare Department with the full details of the injured person and accident.
- 2) Take the injured person immediately to OHC for first aid
- 3) The contractor should report the accident in form 16 to Manager (ESI), Berhampur within 24 hours of accident.
- 4) After First aid treatment, the contractor should immediately take his employee for further treatment & admission at ESI Hospital, if required.
- 5) Contractor should inform the concern deptt. & Welfare Department in case where absence is more than 48 hours.
- 6) Contractor should inform the date of joining to the Welfare Department of IREL for informing the statutory authority.

Additional clauses to be complied by as per Recommendations of 10th National Conference on Safety in Mines, 2007.

Responsibilities of Contractor :

1. Maintain registers of form-D and form-E under Mines Rules, 1955 for all the employees and produce before the Welfare Section.
2. Prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk and safe methods to deal with it/them.
3. Provide copy of the SOP to the Engineer/Officer Incharge who shall be supervising the contractor's work.
4. Keep an up to date SOP and provide a copy of changes to the Engineer/Officer Incharge.
5. Ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
6. For work of a specified scope/nature, develop and provide to the Engineer/Officer Incharge a site specific Code of Practice (COP).
7. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring the compliance all safety laws by the sub or sub-sub contractors.
8. All persons deployed by the contractor for working in mine must undergo vocational training(VT), initial medical examination(IME), periodical medical examination(PME). They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of VT & IME.
9. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. If contractor is unable to provide, owner, agent and manager of the mine shall provide the same.
10. The contractor shall submit by post to SMS returns indicating – (i) Name of his firm, (ii) Registration number, (iii) Name and address of person heading the firm, (iv) Nature of work, (v) type of deployment

of work persons, (vi) Number of work persons deployed, (vii) how many work persons hold VT Certificate, (viii) how many work persons undergone IME and (ix) type of medical coverage given to the work persons. The return shall be submitted quarterly by 10th of April, July, October and January for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly. A copy of the return is to be submitted to Engineer/Officer Incharge of M/s IRE Ltd. and Mines Manager of M/s IRE Ltd.

Address of SMS, Bhubaneswar Region

Director of Mines Safety, Bhubaneswar Region,
Plot No.L-1, Nayapalli, Near Swosti Plaza Hotel,
PO : RRL Campus, Bhubaneswar-751013

Responsibilities of Employees engaged by the Contractors :

1. An employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
2. An employee must, while at work, co-operate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

Additional clauses to be complied by Employer, Contractor and Employees engaged by the Contractors as per recommendations of 11th National Conference on Safety in Mines, 2013.

1. IREL(INDIA) Limited reserves the right to enforce the requirement of statute/circulars issued by Directorate General of Mines Safety (SMS), Dhanbad issued from time to time subsequent to the finalization of Order based on the present NITs also.
2. The contractor shall not employ or terminate his worker without the knowledge of the mine management.
3. Payment to contractor's workers including leave with wages shall be made through bank only.
4. In case of non-routine type of work in the mine, a Work-Permit system outlining the precautions to be adopted, SOPs, supervision, persons responsible for the job, etc. shall be adopted.

FORMAT – I**BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT**

(To be executed on Stamp paper not less than Rs.200/- (Rupees Two Hundred only) or as per appropriate Stamp Act.)
(To be issued by approved Scheduled Banks)

In accordance with Notice Inviting Tender (NIT) No. _____ Dated _____ for the work of _____ (herein after referred to as "the said Works") for Rs. _____ (Rupees _____ only), under _____ OSCOM unit 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 Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400028, India (herein after referred to as IREL(INDIA) Limited), M/s _____ Address _____ [Herein after referred to as Contractor (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 tenderer's failure to enter into an agreement of contract on intimation of acceptance of his tender and/or to commence the contract 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 Notice Inviting Tender (NIT). 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 tender of the tenderer afore stated by IREL including the question as to the tenability of the claim of the IREL(INDIA) Limited for forfeiting the Earnest Money being the Bank Guarantee herein, we shall forthwith pay the said amount to IREL(INDIA) Limited 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 the IREL(INDIA) Limited under the terms and conditions of the NIT for the work have been fully paid and its claims satisfied or discharged or till IREL(INDIA) Limited certifies, that the terms and conditions of the NIT have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee.

We _____ Bank further agree with the IREL(INDIA) Limited that the IREL(INDIA) Limited 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 NIT and/or terms and conditions governing the contract or to extend the time of validity of the offer from the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the IREL(INDIA) Limited against the said tenderer and to forbear or enforce any of the terms and conditions of the NIT and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the IREL(INDIA) Limited or any indulgence by the IREL(INDIA) Limited to the said tenderer 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 tenderer or the Bank will not affect the validity of this guarantee.

We _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the IREL(INDIA) Limited in writing.

Dated the _____ day of _____ 2017

_____ Bank

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

Bank's Common seal

FORMAT – II

BG FORMAT FOR SECURITY DEPOSIT

(To be executed on non-judicial stamp paper of Rs.200/- (Rupees Two Hundred only) or as per appropriate Stamp Act.)

WHEREAS on or about the _____ day of _____ M/s _____ (Tenderer's name & address), having its registered office situated at _____ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. _____ dtd. _____ with _____ OSCOM unit 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 Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 028, India (herein after referred to as IREL(INDIA) Limited), for _____ (details of order) (herein after referred to as 'The Contract').

AND WHEREAS under the terms and conditions of the contract the tenderer is required to keep with IREL(INDIA) Limited 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 supplier 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(INDIA) Limited 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(INDIA) Limited by reason of breach of any of the terms and conditions of the said contract. 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. _____ plus interest @ 12% per annum from the date of demand for payment till the actual date of payment made by us.

We undertake to pay to IREL(INDIA) Limited any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these present being absolute and unequivocal.

The payment so made by us under this guarantees shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

We _____ 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(INDIA) Limited under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IREL(INDIA) Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said tenderer 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 six months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

We _____ Bank, further agree that IREL(INDIA) Limited 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 tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by IREL(INDIA) Limited against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contract or for any forbearance, act or omission on the part of IREL(INDIA) Limited or any indulgence by IREL(INDIA) Limited to the said tenderer 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 Consultant.

We _____ Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of IREL(INDIA) Limited in writing.

Dated the _____ day of _____ 2017

_____ Bank

PERFORMANCE BG FORMAT

WHEREAS on or about the _____ day of _____ M/s _____ (Tenderer's name & address), having its registered office situated at _____ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. _____ dtd. _____ with _____ OSCOM unit 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 Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 028, India (herein after referred to as IREL(INDIA) Limited), for _____ (details of order) (herein after referred to as 'The Contract').

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(INDIA) Limited 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(INDIA) Limited by reason of breach by the said tenderer of any of the terms or conditions contained in the said Agreement or by reason of the Bidder's failure to perform 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(INDIA) Limited any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these present being absolute and unequivocal.

The payment so made by us under this guarantees shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

We _____ 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(INDIA) Limited under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IREL(INDIA) Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder and accordingly discharges this Guarantee.

We also agree that interest at the rate of 12% (twelve percent) per annum will be paid by us to the IREL(INDIA) Limited 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 _____ Bank, further agree that IREL(INDIA) Limited 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 tenderer from time to time or to postpone for any time or from time to time any of the distributions exercisable by IREL(INDIA) Limited against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of IREL(INDIA) Limited or any indulgence by IREL(INDIA) Limited to the said tenderer 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 bidder.

We _____ Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of IREL(INDIA) Limited L in writing.

Dated the _____ day of _____ 2017

_____ Bank

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

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at _____ this _____ day of _____ 20____ between M/s IREL (INDIA) Limited (hereinafter referred to as contractee) and M/s _____ (hereinafter referred to as contractor, which expression shall include its successors and assigns) of the other part, WHEREAS the contractee is desirous that certain work should be carried out Viz _____ as envisaged in the Tender No: _____ and contractee has accepted a Tender by the contractor "_____".

NOW THIS AGREEMENT WITNESSTH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the General Conditions of contract (GCOC).
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - 1 Work Order (WO)
 - 2 Letter of intent (LOI)
 - 3 Contractors tender letter no. _____ dt. _____ to the extent accepted by IREL
 - 4 Special Conditions of contract.(SCOC)
 - 5 Technical Specifications
 - 6 General Conditions of contract. (GCOC)
 - 7 Invitation to Tender (NIT)
3. In consideration of the payments to be made by the contractee to the contractor as hereinafter mentioned, the contractor hereby covenants with the contractee to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
- 4 The contractee hereby covenants to pay to the contractor in consideration of the execution, completion and maintenance of the works, the contract price at the time and in the manner prescribed by the contract.
5. The contract will be deemed to have been entered into at Indian Rare Earths Limited, Matikhalo- 761045 (Ganjam) and all cases of action in relation to this contract will therefore be deemed to have arisen within the Jurisdiction of Chatrapur Court, Ganjam District (ORISSA). The contract shall be governed by the Indian Law for the time being in force.
6. The several parts of this contract have been read to us and fully understood by us.

AS WITNESS our hands this _____ day of _____ 20____.

Signed by the said in the presence of _____

Contractee (at Matikhalo, Dist-Ganjam, ORISSA)

Signed by the said in the presence of _____

Contractor (at Matikhalo Dist-Ganjam, ORISSA)