



**IREL (India) Limited**  
 (भारत सरकार का उपक्रम / A Govt. of India Undertaking)  
 ओसकॉम, 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](mailto: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/20/O/00966 Dated: 12/10/2020
Item/ Job Description	<b>Supply of Uniform Cloth</b>
E tender Ref	IREL/GANJAM/20-21/ET-184
Tendering Mode E-Procurement System of MSTC Ltd <a href="http://www.mstcecommerce.com/eprochome/irel">http://www.mstcecommerce.com/eprochome/irel</a>	Limited Tender <b>(Only parties registered with us can participate in the tender)</b>
Date of Starting of e-Tender	24-10-2020 08.30 AM
Date of starting of Online Pre-Bid Meeting	NA
Date of closing of Online Pre-Bid Meeting	NA
Estimated Value of Tender	Rs.4,82,127/- Inclusive of GST
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	11-11-2020 14:00 Hrs
Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	11-11-2020 14:30 Hrs
Date & time of opening of Part-II (i.e. Price Bid)	Shall be informed through MSTC E-Procurement system
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	<b>₹ 1,180/-</b> (Inclusive of GST)  Refer Annexure I
Earnest Money Deposit (EMD) : Refundable & Payable to IREL(India)Limited	<b>Nil</b> Refer Annexure I
Validity of Tender	90 days from date of opening of Techno Commercial bid.
Delivery/Completion Period	75 days from date of issue of Order
<b>List of Annexure</b> Annexure – I Annexure – II Annexure – III Annexure – IV Annexure – V Annexure – VI Annexure – VII Annexure – VII	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> 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) whose 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](http://www.mstcecommerce.com/eprochome/irel)

1). Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement

→PSU/Govt depts. → Select  or  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)**

<b><u>N A M E</u></b>	<b><u>email-id</u></b>	<b><u>Landline No.</u></b>	<b><u>Mobile No.</u></b>
Shri K V Ramakrishna, I/C(Purchase)	<a href="mailto:purchase-os@irel.co.in">purchase-os@irel.co.in</a>	06811-257890 - 95 Extn 150	+91 8763345230
Shri Aron Smith R, SM(Purchase)	<a href="mailto:aronsmith@irel.co.in">aronsmith@irel.co.in</a>	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](mailto: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](http://www.mstcecommerce.com) once)

The Techno-commercial Bid and the Price Bid shall have to be submitted online at [www.mstcecommerce.com/eprochome/irel](http://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**. Service Tax 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](http://www.mstcecommerce.com) → e-procurement → PSU /Govt. Depts.→



Login under IREL or →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](http://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:

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

The bidders are requested to communicate the UTR No. and E-tender No and Name of the remitter by Fax or Email to IREL (India) Limited in Email ID : [purchase-os@irel.co.in](mailto: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](http://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 Tenderers. 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](http://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 tenderers 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 IREL (India) Limited 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 (after ensuring that the registration in case of SSI) pertains to the class of items/ stores/ works for which the tender is floated) 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.~~
- ~~i — 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.~~
- ~~ii — 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 the sole discretion of 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: :**

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:

- (c) Issue of tender document free of cost
- (d) 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 CONDITIONS FOR START-UP COMPANIES**

1. Subject to meeting of Quality and Technical specifications, IREL (India) Limited may consider allowing the participation of "Start up" companies with capability to execute the services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.
2. The bidder who intends to participate as "Start up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.
3. Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Startups as per the GOI guidelines.
4. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc wherein IREL (India) Limited reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Startup Companies as per GOI guidelines.
5. Startup Companies, who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.

## **9.3 DECLARATION IN CASE OF MSE BIDDERS/ START-UP COMPANIES**

In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs)/ Startups, we hereby declare as under

- a) We are a Micro / Small Enterprise, as on bid closing date of this tender.
- b) We are a service provider for quoted services and valid documentary evidence for same is submitted.
- c) MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.
- d) We are a 'Start-up' company and we are enclosing copy of certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.
- e)

We declare the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.

Authorized Signatory  
(With Company Seal & Signature)

## **9.4 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES**

Following provision has been incorporated in tender for MSEs, 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, works and services from Micro and Small Enterprises

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply/execute 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 enterprise 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/services 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. Further, the definition of MSEs owned by Women shall be as per the definition for MSEs owned by SC/ST entrepreneurs. The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

## **9.5 This tendered item/job is non-splitable and as MSE quoting lowest price within price band L1 ( other than MSE) + 15% , shall be awarded for full/ complete of total tendered value subject to matching of L1 price.**

The MSEs 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.

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 Aadhaar Memorandum.

b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard. The above documents submitted 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. Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs. It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. IREL (India) Limited is already registered on the TReDS platform. You are requested to kindly register on the TReDS platform. The MSME vendors can avail the TReDS facility if they want to.

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 of the purchasing authority/Engineer-in-charge, 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.

The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

#### **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) IREL (India) Limited. 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 IREL (India) Limited. 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 him 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](mailto: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:

<b>Sri D Singh, Chairman &amp; MD</b> IREL (India) Limited 1207 VS Marg, Prabhadevi Mumbai 400 028 Ph.022-24225778 Email: <a href="mailto:cmd@irel.co.in">cmd@irel.co.in</a>	<b>Chief Vigilance Officer</b> IREL (India) Limited 1207 VS Marg, Prabhadevi Mumbai 400 028 Ph.022-24221068 Email: <a href="mailto:cvo@irel.co.in">cvo@irel.co.in</a>
<p>or</p> <b>Sri A J Janarthanan, CGM &amp; Head, OSCOM,</b> IREL (India) Limited, OSCOM, PO-Matikhalo, Dist-Ganjam, Orissa-761045. Ph: 06811-257890-95 Email: <a href="mailto:head-ireo@irel.co.in">head-ireo@irel.co.in</a>	

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,

**In-charge (Purchase)**

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:

- ① 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,
- ① 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**

This is a Limited Tender and Vendors registered with IREL (India) Limited OSCOM for the subject work only can participate.

Parties interested in getting themselves registered for the mentioned work shall download Vendor Registration Form from our website [www.irel.co.in](http://www.irel.co.in).

For further details you can also contact [purchase-os@irel.co.in](mailto:purchase-os@irel.co.in)

**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 off Input Tax Credit.
- 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 (India) Limited:**  
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 (India) Limited'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 acceptance in this regard. The date and time of IREL (India) Limited's acceptance will be treated as the date and time of mobilization.
- 1.15 DEMOBILISATION:**  
Shall mean the removal of all things forming part of the mobilization from the site of IREL (India) Limited. The date and time of above shall be treated as the date and time of de-mobilization.
- 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 utilization 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 (India) Limited 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 7 working 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, there under 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.

**22.5 Termination for delay in mobilization**

Successful bidder shall be required to mobilize 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 mobilize as above, IREL (India) Limited shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

**22.6 Consequences of 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:**

- 231 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.
- 232 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.
- 233 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.
- 234 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.
- 235 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 (India) Limited OSCOM indemnified against losses, damages or claims arising thereof.

- i. 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.
- ii. 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 .

- 28.0 Repeat Orders :** For meeting the increased requirements which were not foreseen at the time of placement of orders,IREL reserves the right to place repeat purchase orders on the same party for the same item with the same terms and conditions within a period of 12 months of the original order.



**SPECIAL CONDITIONS OF CONTRACT**

**1.0 Price:**

Tenders offering firm prices are only acceptable to us. Firm Price shall be quoted as per the price schedule for delivery at our works at OSCOM Matikhalo, Odisha. GST as applicable is to be considered as per the Price Schedule of the tender document.

**2.0 Payment Terms:**

Our payment terms are 100% against clear invoice for payment within 30 days from the date of receipt of materials along with all relevant documents at our Central Stores against acceptance. NO advance payment will be made under any circumstances. Interest @ 12% will be considered for evaluation of bids in case of supplier(s)/contractor(s) requesting for payment earlier than our stipulated terms

Payment shall be made by NEFT/RTGS. All bills/invoices are to be certified by EIC. Party has to submit commercially clear invoice/ bills to avail Input Tax credit on the materials supplied.

**3.0 Time period of supply:**

Time is the essence of contract and delivery must be strictly adhered to as per the delivery schedule. The entire quantity is to be supplied as per our delivery schedule.

The delivery schedule shall be within **75 days** from the date of issue of the Purchase order.

**4.0 Liquidated damages:**

If delivery is not made within the due date as mentioned in the purchase order liquidated damages @ 0.5 % (half percent) per week or part thereof as the total value of contract for each of week of delay subject to a maximum of 5% (five percent) of the total order value shall be imposed. IREL (India) Limited reserves the right for procurement of ordered material from alternate sources at the supplier's risk and cost in case the delivery of the goods is not made within the due delivery date. The liquidated damages will be recovered from any outstanding bills or amount due to the successful bidder.

**5.0 Warranty**

The items supplied shall be warranted against any defective material, malfunctioning or poor workmanship. Final inspection of the fabric shall be carried out at our Central Stores for acceptance by OIC. Final acceptance of bulk supply at our central stores shall be made on random sample fabric inspection in accordance with the sample fabric and the P.O Specification

**6.0 MODE OF PAYMENT:**

All payment shall be released after deducting the following:

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

**TECHNICAL SPECIFICATION****ANNEXURE V****III. SCOPE of SUPPLY Accepted Brand : Raymond ,Siyaram ,Grasim Industries, Bombay Dyeing & Manufacturing Company ,Bombay Rayon Fashions ,Fab India Overseas .**

Fabrica Specification Suiting		
1.	Content /Composition (AATCC 20/20A)	65%±5% Polyester 35 %±5% viscose
2.	Quality	Worsted Feel
3.	Weight (IS 1964:2001)	255 ±5 gms per sqm
4.	Breaking Strength –Wrap	1550 to 1600 Newton
5.	Breaking Strength –Welf	900 to 950 Newton
6.	Tear Strength –Wrap	6 to7 Kg
7.	Tear Strength –Weft	6 to 7 Kg
8.	Width	147-149 cms
Colour	Drak Brown	
1	Cut Size :2.4 mtr x 1.48 mtr	550 Piece /1320 meters
2	Cut Size : 3.0 mtr x1.48mtr	50 Piece/150 meters
Colour	White	
3	Cut Size: 2.4 mtr x 1.48 mtr	5 Piece /12 meter

Fabric Specification Shirting		
1.	Content /Composition (AATCC 20/20A)	70% ± 5% polyster 30% ± 5 % cotton
2.	Quality	Plain Finish
3.	Weight (IS 1964:2001)	130 ± 5 gms per sqm
4.	Breaking Strength –Wrap ( 5*20 cm strip)IS 1969:1985	440 Newton minimum
5.	Breaking Strength –Welf ( 5*20 cm strip)IS 1969:1985	350 Newton minimum
6.	Tear Strength –Wrap	10 Newton Minimum
7.	Tear Strength –Weft	8 Newton minimum
8.	Width	89-90 cms
Colour	Light Brown	
1	Cut Size : 4.0 mtr x 0.90 mtr	550 Piece /2200 meters
2	Cut Size : 4.5 mtr x 0.90 mtr	50 Piece/ 225 meters
Colour	White	
3	Cut Size: 4.0 meters x 0.90 meters	5 Piece /20 meters

Fabric Quality Standard			
	Quality Standard	Test Method	Acceptable Standard
1	Colorfastness to Light-outdoor	AATCC 16	4-5 (Slight to Negligible)
2	Colorfastness to Laundering	AATCC61	4-5 (Slight to Negligible)
3	Dimensional Stability	AATCC 135	± 1%

1. Bidder at their own interest may request for sample fabric from us to ascertain the colour of uniform clothes intended to be procured. Sample cloths will be send through courier upon written request by interested bidders through email id: [purchase-os@irel.co.in](mailto:purchase-os@irel.co.in)
2. Bidder should submit sample of at least 15cm x 10cm size which confirms to above specification (except for colour in each category) of suiting and shirting for scrutiny purpose .Bidder submitting more than one sample in said categories will be rejected .
3. Samples submitted by the bidders should preferably match with the uniform colour of IREL.
4. Selection will be done based on feel of the sample cloth submitted by the bidders and bidder is bound to supply the same material, if the bidder becomes successful.
5. In case of dispute regarding the quality of sample submitted between the bidder and IREL, IREL reserves the right to test the sample fabric in any government approved laboratory at its discretion.
6. The uniform cloth shall be cut in to pieces as per size indicated and each cut piece shall be delivered separately in carry bag.
7. Shade variation within the same piece is strictly unacceptable.
8. Successful bidder is required to submit final sample final sample for approval before effecting bulk supply .Material shall be rejected if supplied item varies from the approved sample.

**Techno- Commercial Terms for response by the participating bidders:**

SI 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	(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
3	Bidder shall be either OEM or Authorized dealer of <b>Raymond, Siyaram ,Grasim Industries, Bombay Dyeing &amp; Manufacturing Company ,Bombay Rayon Fashions and Fab India Overseas</b> , in support document is to be upload.	AGREE with Remarks
4	Bidder agrees to supply the materials strictly as per the technical specifications	AGREE
5	Bidder agrees to provide sample of 15cm x 10cm in each category for scrutiny purpose.	AGREE
6	Bidder agrees to provide test certificate from third party towards meeting our technical specification along with supply.	AGREE with Remarks
7	Bidder agrees to supply the materials on <b>FOR Destination basis</b> .	AGREE with Remarks
8	Bidder agrees to our standard payment terms and Warrantee clause.	AGREE with Remarks
9	Bidder agrees to upload self attested scanned copy of certificates like Udyogaadhar, MSME, NSIC Registration Certificates etc.	AGREE with Remarks
10	Bidder agrees to upload the signed scanned copy of the Undertaking & tenderer details as called for in Annexure-I ( Points 19 )	AGREE
11	<b>Bidder shall upload the following details</b> <b>Name &amp; Designation of the Contact person</b> <b>Address, Phone no, Email</b>	Remarks

**PRICE SCHEDULE**

Lot no	Item Description	Unit	Qty	Unit Rate	GST In %	Total value
				a	b	$a+(a*b/100)$
1	Supply of Dark Brown Suiting Fabric as per technical specification.	Meter	990			
2	Supply of Light Brown Shirting Fabric as per technical specification.	Meter	1635			
3	Supply of White Suiting Fabric as per technical specification	Meter	9.6			
4	Supply of White Shirting Fabric as per technical specification.	Meter	16			

- Tax should be mentioned in % only
- If Separate tax is not mentioned in the price schedule, the rate quoted shall not be considered for evaluation.
- Evaluation shall be done on overall L-1 basis after taking net of Tax Credit.
- Tenderer has to provide GST NO, HSN Code & update GST rate as above items

**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 (India) Limited, 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 (India) Limited 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.

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 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 (India) Limited
  - 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 IREL (India) 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

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Contractee (at Matikhalo, Dist-Ganjam, ORISSA)

Signed by the said in the presence of

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Contractor (at Matikhalo Dist-Ganjam, ORISSA)