

Schedule of Tender

Tender No.	OSCOM/SOP/20/O/00971 dated 24/11/2020
Item/ Job Description	Engagement of manpower for Unit Head Office and General Administration
E tender Ref	IREL/GANJAM/20-21/ET/228
Tendering Mode E-Procurement System of MSTC Ltd http://www.mstcecommerce.com/eprochome/irel	Open Tender invited in two parts
Date of Starting of e-Tender	14-12-2020 08.30 AM
Date of starting of Online Pre-Bid Meeting	NA
Date of closing of Online Pre-Bid Meeting	NA
Estimated Value of Supply	Rs. 15,34,288/-
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	22-12-2020 14:00 Hrs
Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	22-12-2020 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	₹ 1,183/- (Inclusive of GST) Refer Annexure I
Earnest Money Deposit (EMD): Refundable & Payable to IREL (India) Limited	Nil As per Govt. guidelines (Ref: DPE/7(4)2017-Fin.(Part-1) dt :19-Nov-2020
Validity of Tender	90 days from date of opening of Techno Commercial bid.
Delivery/Completion Period	6 months from date of issue of Order
List of Annexure 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

- 1). Vendors are required to register themselves online with 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)

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

Contact details of MSTC Bhubaneswar Officials:

Mr. Keshav Arora, Management Trainee
MSTC Ltd.
8th FLOOR, IDCO TOWER,
JANAPATH ROAD, UNIT-9,
BHUBANESWAR-751022, ODISHA
TEL-(0674)- 2544199/2950091
Email: karora@mstcindia.co.in
Mob No.9830430434

2.0 System Requirement:

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

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

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

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

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

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

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

3.0 Special Note towards Transaction fee:

i. Transaction fees :

MSTC shall collect **non-refundable** transaction fees @ **0.05% of the estimated value of Supply/ Works/ Services per event** from all the participating vendors subject to **minimum of Rs 1000/-** and **maximum of Rs 15,000/- per event per vendor**. 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 → e-procurement → PSU /Govt. Depts.→



- Login under  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 to familiarize them with the system before bidding.

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

Account Name : IREL (India) Limited
Name of the Bank : State Bank of India
Branch : Matikhalo Branch, IRE Ltd Campus
Account No. : 10546942016
IFSC : SBIN006086
MICR Code : 761002521

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

6.0 Additional information for bidders:

- (i) E-tender cannot be accessed after the due date and time mentioned in Page No.1. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity. All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by

IREL (India) Limited as well as by MSTC. Hence, the bidders are required to ensure that their corporate email I.D provided is valid and updated at the stage of registration of vendor with MSTC. Bidders are also requested to ensure validity of their DSC's during the entire e-tender process; the bidders will remain completely anonymous to one another and also to everybody else.

- (ii) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. The bid will be evaluated based on the filled-in technical & commercial formats. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
- (iii) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- (iv) Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein. No deviation to the technical and commercial terms & conditions are allowed. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/irel of MSTC Ltd.
- (v) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
- (vi) **AMENDMENTS/ ISSUE OF CORRIGENDUM(s)**
At any time, prior to the last date for submission of tenders, IREL (India) Limited reserves the right to amend and modify the tender document. The amendment so carried out shall form part of the main tender and shall be binding upon the 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 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, Matikhale (Branch code 6086)/ Indian Bank, Konamana Branch, OSCOM Complex, Matikhale-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.~~
- ~~ii) — The tenderer during the tender validity period resiled from his offer or modifies the terms and conditions thereof in a manner not acceptable to M/s. IREL (India) Limited.~~
- ~~iii) — The tenderer does not convey his written acceptance within a maximum period of 15 days of the purchase/ work order placed on him by M/s. IREL (India) Limited.~~

- ~~iv. The successful tenderer does not deposit the security deposit within the stipulated period.~~
- v. ~~The successful tenderer does not execute an agreement in stamp paper as per law for due fulfillment of the contract before the date specified for the purpose in the Letter of Intent or in the Work Order.~~

8.0 SECURITY DEPOSIT, PERFORMANCE BANK GUARANTEE & RETENTION MONEY

- 8.1** The successful tenderer (referred as successful bidder) is required to furnish Demand draft/ Bankers Cheque or Bank Guarantee as per Format-II of Annexure, in favour of IREL (India) Limited, OSCOM, for an amount equivalent to three (3) 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-splittable 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.

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

IREL (India) Limited, a Government of India Undertaking, under the administrative control of Department of Atomic Energy is doing its business as per the rules and regulation of the Public Sector Undertaking and other statutory agencies. The business is done in an ethical, rational & impartial manner with good Corporate Governance.

In our Endeavour to be more transparent in our dealings and to support our ideology all Vendors, Customers and Business Partners are requested not to provide any gift and /or inducement to any of our employees for securing/being granted favour in dealings with our Company. In assurance of your commitment to the aforesaid, it will be highly appreciated if you fill up, sign and abide by the attached undertaking.

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

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

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

Thanking you,
For IREL (India) Limited,

In-charge (Purchase)

19.0 DETAILS TO BE UPLOADED BY BIDDER

Sl no	Description	To be filled by Tenderer & relevant supporting documents to be uploaded.				
General Information						
A	Name of the organization participating in tender					
B	Name & Designation of the Contact person					
C	GSTIN No of the Organization					
D	Bank account details of the Organization					
E	Official correspondence Address					
F	Contact Details (Phone number & Email ID)					
G	MSME details of the Organization (if applicable)					
H	Vendor Code in case Bidder is registered with IREL(India)Limited, OSCOM					
Pre qualification Documents : Technical Competence – execution of similar works						
	Order No	Name of Client	Date of order	Value of work	Proof of Completion	Documents uploaded
1						
2						
3						
Pre qualification Documents : Financial Competence						
	Profit & Loss Account or Published Annual Account		2018-19	2019-20	Documents uploaded	
1	Turnover in Rs					
Details of Other documents uploaded						
	Details of Equipments Proposed to be deployed	Year of Manufacture	Capacity of Equipment	Type of Ownership	Documents Uploaded	
1						
2						

20.0 UNDERTAKING TO BE SUBMITTED BY TENDERER

Date:

To

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

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

I/We agree and undertake:

- 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

Tenderer should meet the following minimum pre-qualification criteria:

Technical competence:

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

Execution of at least one order for “similar work for a value of not less than ₹ 12.27 Lakhs”

OR

Execution of two orders for “similar works for a value each not less than of ₹ 7.67 Lakhs”

OR

Execution of three orders for “similar works for a value each not less than of ₹ 6.13 Lakhs”

Definition of Similar work(s): Engagement of manpower in any office / Industry.

NB: Contracts pertaining to engagement of manpower for Security, Fire and management of Guest house will not be considered for evaluation.

Intending tenderer have to furnish documentary evidence in support of the qualification criteria from concerned authority/department/organization for similar works/supplies executed like Copy of Completion / Performance Certificate along with Work order(s) satisfying above PQ only.

Financial Soundness:

Average Financial turn over during last three years ending **March 2019** shall not be less than ₹ 4.60 Lakhs. Financial Statements / IT Returns for the above periods is to be submitted. In case of Public/ Private Limited companies, Published annual accounts will be accepted.

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

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

EVALUATION BASIS FOR TENDER:

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

GENERAL CONDITIONS OF CONTRACT (GCOC)

1. DEFINITIONS AND INTERPRETATIONS

1.0 Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this CONTRACT shall have the meaning as defined hereunder.

1.1 CONTRACT

Shall mean a written CONTRACT signed between IREL (India) Limited and the CONTRACTOR (the successful bidder) including subsequent amendments to the CONTRACT in writing thereto.

1.2 IREL (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:

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

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

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

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

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

24.0 EMPLOYMENT LIABILITY:

- i. The Agency shall solely and exclusively be responsible for engaging or employing persons for the execution of this work. All employees engaged by the Agency shall be in its pay roll and be paid by them. IREL (India) Limited will have no liability whatsoever concerning the workmen engaged for this service of the Agency. The Agency shall indemnify IREL (India) Limited against any loss/damage/liability arising out of in the course of its employing persons or out of relations with its employees. The Agency shall make regular and full payment of wages along with statutory dues in cash in the presence of the representative of IREL (India) Limited to the workmen within 7th of the following month irrespective of whether the Agency has raised the bill or not and furnish necessary documents whenever required by the competent authority. The agency shall comply with all Acts, Laws and Regulations applicable to the area with regard to performance of the

work and including, Minimum Wages Act, 1948, Contract Labour (R&A) Act, 1970, Workmen's Compensation Act, 1923 Industrial Dispute Act, 1947 and take such steps as may be deemed necessary in this regard. It shall be directly responsible for any dispute arising between them and their personnel and keep IREL (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 withhold 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 without 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 .

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL:

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

2.0 TENDER RATES:

- a) The service charges quoted in the price schedule shall be firm throughout the period of Contract including extension of time, if any.
- b) The successful tenderer shall have to pay the minimum wages at the revised rate without fail, for which they will be allowed to get the differential amount along with Statutory dues thereof, if any, reimbursed, on the certification of the authorized representative nominated by the IREL(India)Limited for the purpose of witnessing the wage payment.
- c) If a firm quoted overall bid with nil consideration other than reimbursable amount (if any) the same shall be considered null and void.

3.0 DURATION OF THE CONTRACT:

This CONTRACT shall remain valid for a period of **6 (Six) Months** from the date of placement of Order. IREL (India) Limited reserves the right to extend the contract on whole or part thereof upto 100% at its discretion for (6 months) provided the successful tenderer has completed the work satisfactory. However, IREL(India)Limited reserves the right to terminate the contract at any time before the expiry of the normal tenure by giving on month notice, in case service is found to be deficient/ unsatisfactory.

4.0 SECURITY DEPOSIT:

The successful Contractor shall furnish a Security Deposit (Format-II of Annexure of NIT) amounting 3% of the total value of the contract by Demand Draft or an unconditional and irrevocable Bank Guarantee within 30 days of receipt of order.

All compensation or other sums of money payable by the Contractor to the Company under the terms of the contract may be deducted from his Security Deposit and in the event of his Security Deposit being reduced by any reason of any such deduction, the contractor shall within 15 days thereafter make good in cash or by demand draft or bank guarantee for equal amount any sum or sums which may have been deducted from his Security Deposit or any part thereof. The SD shall be returned **three months after completion of the contract** on submission of no due clearance.

In case of any failure on the part of the Contractor in the performance of his part of the contract, the Security Deposit shall be forfeited.

5.0 PAYMENT TERMS:

Payment will be done at pro-rata basis on completed works as per the price schedule. Contractor shall raise the bill on monthly basis.

- a. Contractor shall have to raise monthly bills and the 100% payment towards services shall be made per month, effective within 30 days after receipt of their running account (RA) bills and after certification by Officer in charge. The amounts to be made per month shall be kept firm during the contract period and any request for enhancement of the rates due to any reason other than owing to increase in minimum wages by Government shall not be entertained.
- b. The bills are to be submitted in triplicate in respect of a particular month in the first week of the next month and the payment shall be made after deduction of taxes deductible at source under the law in force.
- c. It is mandatory for the agency to ensure that the bill submitted for the respective months must be supported with the documents confirming the EPF, ESI contribution along with documentary evidence confirming the payment done to the manpower.

- d. Payment to the agency would be strictly on certification of OIC w.r.t satisfactory services of the manpower engaged by them and as per the attendance during the month. The bill is to be supported with monthly attendance sheet duly certified by OIC.
- e. The Agency shall have to submit the final bill within 40 (Forty) days from the date of completion of the contract. The final bill is however not considered clean unless in addition to the details mentioned in the preceding sub-clause as applicable to the final measurements, the following additional details are also furnished.
- f. "Confirmation from EIC/OIC that there are no dues payable to any outside agencies by you".
- g. EIC/ OIC to check the bill within 20 days after its receipt and return the bill to contractor for corrections, if any. The Contractor is to re-submit the bill, with corrections within 20 days of its return by the EIC/ OIC. The re-submitted bill is to be checked and payment shall be made within 30 days of its receipt.

6.0 PENALTY CLAUSE

If any of your employees shall be on continuous leave for more than three consecutive days and no replacement is provided, in addition to the pro rata reduction an additional penalty of Rs 600/- per manpower from 4th day onwards will be deducted from the monthly bill.

7.0 DELAY IN MOBILISATION AND LIQUIDATED DAMAGES

(a) CONTRACTOR (successful bidder) shall mobilize and deploy the required manpower and the complete equipments if called for so as to commence the services at the specified site (s) within a **maximum of 07 days from the date of order**.

(b) If the CONTRACTOR fails to mobilize and deploy the required manpower / equipment and / or fails to commence the services within the period specified in sub clause (a) above, IREL (India) Limited shall have, without prejudice to any other right or remedy in law or contract including sub clause (c) below, the right to terminate the contract.

(c) If the contractor is unable to mobilize / deploy and commence the services within the period specified in sub clause (a) above, it may request IREL (India) Limited for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, IREL (India) Limited may at its discretion, extend the period of mobilization and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 0.5 % of unfinished value of the contract, for each week of delay or part thereof, subject to a maximum of 5% of the total contract value.

(d) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by IREL (India) Limited on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.

8.0 PAYMENT OF MINIMUM WAGES:

Wages paid to the engaged skilled category of worker/s by the contractor should not be less than the rates notified by the Chief Labour Commissioner (Central), Ministry of Labour, Govt. of India, from time to time with regard to the minimum wages applicable to the respective categories of worker/s.

The worker should be paid on or before the 7th of the subsequent month. If 7th fall on a holiday or weekly off day, the payment should be made one day prior to that. Payment of PF and ESI for the month both the employer's (in case of contractor) and employee's (in this case workmen engaged by the contractor) contributions should be deposited in the bank in the permanent PF code number and ESI Code number and copy of challan obtained before 15th for deposition of PF and 21st for ESI of the subsequent month and be forwarded to the Officer-In-Charge. In case of failure of the contractor to comply with any of the above, the following action will be taken by IREL, OSCOM.

Detail of lapse(s)		Action by IREL, OSCOM
1	a) Payment of wages at the rates less than those notified under the Minimum Wages.	a) An amount equivalent to the differential amount between wages to be paid under minimum wages notification of the Govt. applicable for the period less actual wages paid shall be recovered from the bills as certified by the Officer-in-Charge.
	b) Non-payment of Ad-hoc amount	b) An amount equivalent to actual payable towards ad-hoc amount to the workmen engaged for relevant period shall be recovered from the bills as certified by the Officer-In-Charge.
2	Non payment of wages	An amount equivalent to wages payable by the contractor applicable for the relevant period shall be recovered from the bills as certified by the Officer-In-Charge.
3	Non payment of PF	Recovery of PF, an amount equivalent to maximum penalty leviable by the Regional Provident Fund Commissioner for the delayed period under the EPF & MP Act, 1952 and rules made there under for delayed remittance of PF contributions (both the employee's and employer's contribution), shall be recovered from the bills of contractor as certified by Officer-In-Charge.
4	Delayed payment of PF	An amount equivalent to maximum penalty leviable by the Regional Provident Fund Commissioner for the delayed period under the provisions of EPF & MP Act, 1952 and Rule made there under for delayed remittance of PF contribution (both employee's and employer's contribution) shall be recovered from the bill of the contractors as certified by the Officer-In-Charge.
5.	Non payment of ESI	Recovery of ESI, an amount equivalent to maximum penalty leviable by the ESI Commissioner for the delayed period under the provisions of ESI Act, 1948 for delayed remittance of ESI contributions (both the employee's and employer's contribution), shall be recovered from the bills of contractor as certified by Officer-In-Charge.
6.	Delayed payment of ESI	An amount equivalent to maximum penalty leviable by the ESI Commissioner for the delayed period under the provisions of ESI Act, 1948 for delayed remittance of ESI contributions (both employee's and employer's contribution) shall be recovered from the bills of the contractor as certified by the Officer-In-Charge.

The contract period can be extended at the discretion of IREL, OSCOM upto 12 months with the same terms and conditions of Scope of Work for which the Contractor shall be bound to execute the work accordingly and deemed to include this aspect.

SI No.	Description	Skilled Manpower
1	Minimum Wages	639
2	EPF @ 13% of min Wages	83.07
3	ESI @ 3.25% of min Wages	20.77
4	Bonus @ 8.33% of min Wages	53.23
5	Holiday Wages @ 3.83% of min Wages	24.47
6	Leave wages @ 4.79% of min Wages	30.61
7	Retrenchment compensation @ 4.79%	30.61
8	Total per man day	882

- Difference in increase of minimum wages and statutory dues thereof will be reimbursed on submission of documentary evidence regarding payment of the enhanced wages

NB: Payment towards SI No.1, 2, 3, & 4 shall have to be made each month and that against SI No.5, 6 & 7 at the end of the year.

9.0 MODE OF PAYMENT:

All payment shall be released after deducting the following:

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

TECHNICAL SPECIFICATION**ANNEXURE V****SCOPE OF WORK:-**

a. Requirement at present is as given below

Sl. No	Descriptions	No. of posts required	Qualification	Experience	Category	Age
1	LMV Driver	4 (Unit Head office and General administration -1, Mining-1, REEP-1, REPM-1)	10 th class pass	3 years work experience in driving	Skilled	21-35 yrs
2	Telephone Operator/Receptionist	1	Any Degree	1 year experience as telephone operator or receptionist	Skilled	20-35 yrs
3	Office Assistant	1 – Unit Head office 1 – Time office	Any Degree	1 year experience as personal secretary and knowledge in computer applications	Skilled	20-35 yrs
4	MIS Assistant	1	Any Degree	1 year experience in computer applications	Skilled	20-35 yrs
5	Dispatch Assistant	1	Any Degree	1 year experience in handling dak dispatches	Skilled	20-35 yrs
Total		9 nos.				

Requirement of manpower to be deployed by the successful company/Firm/Agency in IREL (India)Limited, OSCOM shall be as below:

a. 1 (Drivers) : Driver proposed to be engaged, should have passed 10th class standard from a recognized school. He must be in a possession of a valid driving license for motorcar and must have knowledge of motor mechanism. He should have past experience of driving a motor car for at least 3 years in Government sector/PSUs and other government related institutions.

2. (Telephone Operator) : Telephone Operator proposed to be engaged should have passed a degree from a recognized institution. He/She must be fluent in speaking Hindi, English and Odiya languages. He/ She must have experience of one year as telephone Operator /Receptionist and must have computer knowledge.

3. Office Assistant/MIS : Assistant proposed to be engaged should have passed degree from recognized institution. He/she must be fluent in speaking Hindi, English and Odiya languages. He/She must have experience of One year as Office Assistant / Stenographer and must have.

4. Dispatch Assistant: Assistant proposed to be engaged to be engaged should have passed Degree from a recognized institution. He/she must be fluent in speaking Hindi, English and Odiya languages.

- b. In addition to the above IREL(India) Limited reserves the right to increase or decrease the requirement and bidder shall provide at the same terms and conditions of the contract within 15 days of raising such request in writing.
- c. Payment to the persons engaged will be as per minimum wages act. Payment for drivers shall also be as per minimum wages Act. **In case of drivers being engaged for additional hours beyond the normal duty hours, IREL shall pay an extra allowance of Rs 100 per hour per driver.**
- d. Candidates provided by the Bidder will be examined by IREL(India) Limited for suitability for performing the defined functions. It shall be the responsibility of the Bidder to verify the qualifications, credentials and experience indicated by the hired manpower in their profiles. IREL(India) Limited also reserves the right to verify and cross check the credentials and qualification of the supplied manpower. If during the course of engagement, it comes to notice that any of your personnel has misrepresented the facts about his/her qualification/experience, the Bidder will have to terminate the services of such personnel with IREL(India) Limited immediately, and shall have to provide suitable replacement within 7 (Seven) days.
- e. If the performance of the hired manpower is found unsatisfactory, IREL(India) Limited shall give a notice of 7 (Seven) days to the Bidder to take necessary action to improve the performance of the concerned manpower, and if his/her performance does not improve even after 7 (Seven) days of such communication, the Bidder shall provide a replacement acceptable to IREL(India) Limited within next 7 (Seven) days.
- f. The Bidder shall be liable for all pay/ salaries to its employees on time, and shall also be responsible for complying with all the statutory liabilities, e.g. Provident Fund (PF), ESI, bonus, leave wages, holiday wages, retrenchment compensation any other applicable legislation or statutory orders of respective governments including payments/ contributions towards all statutory dues connected to and/or related to the employment of the manpower sent to IREL(India) Limited.
- g. The agency shall keep IREL(India) Limited indemnified at all times and against all claims, liabilities, losses and consequences in relation thereto, and comply with all statutory requirements, and deduction of any tax or other amounts as required by law or as provided herein. An undertaking to this effect will have to be signed by the Agency / Bidder soon after the placement of order on him. The Agency shall make available of all the records/ Registers maintained under different Statutes for inspection by the authorities under the respective statute, on demand.
- h. The Bidder shall make actual disbursement of salaries to all its employees in various categories, as agreed by IREL(India) Limited, and in no circumstances the actual disbursements shall be less than the agreed amount, unless prior written approval has been given by IREL(India) Limited engagement of Bidder shall be subject to providing the agreed services to the continuous and complete satisfaction of IREL(India) Limited. In case the services of the Bidder are not found satisfactory, the same can be terminated by IREL(India) Limited on giving a notice of 1 (one) month period.
- i. The Bidder shall not terminate the services of supplied manpower with IREL(India) Limited unilaterally. In case any of the supplied manpower is proposed to be replaced / terminated by the Bidder, such action should be taken only after written consent of IREL(India) Limited. Violation of this clause will attract a penalty of 15,000/- (fifteen thousand) per case.
- j. On expiry, or earlier termination of this contract, due payment if any, shall be released only after submission of proof towards settlement of all statutory dues paid and disbursement of salary and all other payment to the supplied manpower.
- k. Expiry, or earlier termination of this Contract, will not prejudice any rights of the parties that may have accrued prior thereto.
- l. The agency shall not charge /collect any amount from the candidates who are deputed to IREL(India) Limited as a fee or in any other form for his/her employment in IREL(India) Limited provided to him/her. If found doing so, the contract shall be terminated and agency shall be blacklisted from further participating in any tender for IREL(India) Limited.
- m. Details of the works carried out by each of the bidders employee shall be entered in individual Log book as per the format supplied by IREL(India) Limited and shall be countersigned by the EIC or their authorized representative.

- n. IREL(India) Limited shall not be in a position to offer any lodging/ boarding facilities for contractor's personnel and it shall be the responsibility of the contractor to make their own arrangements in this respect. However, subject to availability, accommodation will be provided to the Contractor's personal of Skilled or above category on chargeable basis. The rent and other charges are however subject to change without notice and the same shall be deducted from the contractor's bill. You shall hand over the accommodation so provided within one month time of termination of contract or whenever IREL(India) Limited serves you a notice to do so within the period of contract. IREL(India) Limited reserves the right to make any deduction from your bills if damages is caused to the structure which is attributable to you or your employees.
- o. For all purpose, the Bidder shall be the EMPLOYER for the persons engaged/ employed for providing services IREL(India) Limited. The Bidder shall be responsible for recruitment, appointment, on boarding, maintenance (Payroll, all compliances, statutory obligations etc.) and termination of services of its employees as per recommendation and advise of IREL(India) Limited. The Bidder and the persons employed by the bidder shall have the relationship of employer and employee and such personnel engaged by the Bidder for providing services to IREL(India) Limited will never be deemed to be the employees of IREL(India) Limited in any manner whatsoever and shall not be entitled for employment, salary/ wages, damages, compensation or anything from IREL(India) Limited due to their deployment by the manpower for rendering the said services.
- p. IREL(India) Limited shall not have any obligation for taking the persons employed by the bidder on its rolls. These staff shall be on the rolls of the bidder and their engagement in IREL(India) Limited shall be for specific projects/ assignments at OSCOM Unit for specific duration.
- q. All employee related matters like issue of offer letters, Identity Cards, deployment/joining order, on boarding/orientation, employee code, Pay Slips, PF slip, issue of service certificates, etc. shall be the responsibility of the Bidder and shall be directly handled by the Bidder .
- r. The Bidder will ensure Police verification is done and shall provide Police Verification Certificate of the supplied manpower to IREL(India) Limited before actual engagement and job requirements including age, academic qualifications, experience etc. wherever needed are meticulously followed and candidates selected, satisfy them and further confirm their willingness to carry out the said jobs with due efficiency, diligence and performance standard.
- s. The bidder shall complete the joining formalities, prepare and maintain all files and relevant documents pertaining to the candidates including of its selection process, categories (SC, ST, OBC-NCL, PWD, Ex- Serviceman), collect copy of Aadhaar card, PAN card as proof of identity and issue Identity cards to your personnel before deputing them to IREL(India) Limited. The Bidder shall produce such documents to IREL(India) Limited in case required by IREL(India) Limited. The Bidder shall provide list of all personnel deployed in IREL(India) Limited along with their present, permanent address, bio data (if asked in prescribed format by IREL(India) Limited), photograph, bank a/c details, Aadhaar Card and PF/ESI Code to IREL(India) Limited.
- t. The offer/ job assignment/ deputation order issued by the bidder to its personnel shall clearly indicate the wages/ salary structure (applicable in IREL(India) Limited assignment).
- u. The Bidder shall ensure that all its personnel shall wear dress in appropriate manner as per the office environment/ work area requirement.
- v. The Bidder and its employees deputed to IREL(India) Limited shall abide by the instructions of IREL(India) Limited during the period of contract. The Contractor's personnel upon joining, shall adhere to the orders of the IREL(India) Limited and of the Officers/Authorities under whom he/she may from time to time be placed by IREL(India) Limited during the period of engagement/contract and shall at all times obey the rules prescribed and shall whenever required to perform such duties as may be assigned to him/ her by the concerned Controlling Officer / any other officer IREL(India) Limited
- w. The Bidder shall send the bills to EIC for scrutiny and settlement. If the staff engaged by the Bidder fails to return for work on expiry of leave period/ overstays the sanctioned leaves, the Agency shall make arrangement for engagement of suitable person in his/her place immediately with the consent of IREL(India) Limited.

- x. The Bidder should also designate coordinators/dealing executive and/or Single Point of Contact (SPOC) for immediate and direct interaction with concerned office/ officer-in-charge/ his authorized representative of IREL(India) Limited for resolving any issue.
- y. The staff to be deployed by the Bidder must be medically fit to work in any unit/offices of IREL(India) Limited. For this, the medical certificate issued by the competent medical authority need to be provided to IREL(India) Limited before actual engagement of the manpower.
- z. If Bidder wants to retain any of presently engaged employees, this can be done. In this case, Bidder shall take such person on their Roll and continue to engage his /her service for IREL(India) Limited depending upon their skill, qualification and experience for similar nature of work. The Bidder shall not charge any fees for taking over the man power of any existing Bidder.
- aa. The Bidder shall bear all costs associated with the preparation and submission of its bid, attending pre-bid meeting including cost of presentation, if so desired. IREL(India) Limited will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- bb. The Bidder shall have to produce a certificate from Income Tax Officer of tax exemption otherwise income tax at the rate as applicable as per Income Tax Rules shall be deducted at source.
- cc. Before participating in the tender, Bidder shall get himself acquainted with the local conditions prevailing there including socio-political situation. Party has to take appropriate steps/measures/cares to ensure smooth functioning of the contract. It shall be the obligation of the contractor to settle all the local issues and untoward incidents taking place during the engagement of local people under this contract and the contractor shall be liable to settle those issues at his own risk & cost, without affecting the plant operation.
- dd. The contractor shall indemnify IREL, in case of any mishap / accident causing serious bodily injury or fatality to any of the contractual employees deployed by you, resulting in law and order situation in the locality and the contractor will be liable to handle the situation at the level of Police / Revenue administration, the concerned Statutory authorities and all public issues arising at local Panchayat & village level at his own risk & cost.
- ee. In the event of any strike / agitation, the party shall ensure that the local employees engaged by him must attend the duty without taking participation in the said strike or agitation so as to avoid the plant stoppage / production loss because of such absenteeism, failing which, deductions shall be made from the party's bills calculated @ 125% of wages payable on per day basis for the defaulting workmen during the period of absenteeism.
- ff. On the expiry of the agreement, the Service Provider will have to withdraw the manpower and clear their accounts by paying them all their legal dues. In case of any dispute on account of termination of employment or non-employment by the personnel of the Service Provider, it shall be the entire responsibility of the Service Provider to pay and settle the same.

Other terms and conditions:

- I. All services shall be performed by the manpower qualified and skilled in performing such services as per the eligibility criteria given above.
- II. The manpower engaged by party must not have any adverse Police records/Criminal Cases against them. Party would be responsible to make adequate enquires about the character and antecedents of the manpower before their engagement for the purpose. The character and antecedents of the manpower will be verified by you before their engagement through the local police. Proofs of the identity like Driving license, bank account details, previous work experience, proof of residence, recent photographs and certification to this effect should be submitted to IREL, OSCOM.
- III. Party will also ensure that the manpower deployed are medically fit. Party shall withdraw such manpower who is not found to suitable by EIC for any reason immediately on receipt of such a request from IREL.
- IV. Party shall engage necessary manpower as required by IREL from time to time. The said manpower engaged by party shall be employee of yours.

- V. Minimum wages as prescribed by Government of India from time to time shall be payable to the personnel deployed for services to IREL by party. Any future increase in the minimum wages by Government resulting in the total financial implication would be reimbursable to party. It shall be duty of party to pay/ wages in time i.e. before 7th day of every month. There is no master and servant relationship between the employee of you and IREL, OSCOM and further the engaged manpower of party shall not claim any absorption.
- VI. Party personnel shall not claim any benefit/ compensation/ regularization of services from IREL under the industrial Dispute Act-1947 or Contract Regulation & Abolition Act 1970. Undertaking from the persons to this effect shall be required to be submitted by you to IREL.
- VII. Party manpower shall not divulge or disclose to any person of the details of Office, operation, process, technical knowhow, security arrangements and Administrative/ organizational matters as all are confidential/ secret in nature.
- VIII. Manpower engaged should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote good will and enhance the image of IREL. You shall be responsible for any act of indiscipline on the part of the manpower deployed by you.
- IX. It shall be ensured by you that the manpower deployed shall not be below the age of 18 years.
- X. Party will have to remove from the office, any debarred persons, who is found to be incompetent or for his/her/their misconduct and you shall forthwith replenish such requirements. You shall replace immediately the manpower, if he/she is unacceptable to IREL because of any security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from IREL.
- XI. Party shall ensure proper conduct of the manpower in the Offices premises and enforce prohibition of consumption of alcoholic drinks, pawn, smoking, loitering without work.
- XII. The cost of transportation, food, medical and statutory requirement in respect of the manpower of you shall be borne by you.
- XIII. It shall be your responsibility to ensure disbursement of wages in presence of authorized representative of IREL.
- XIV. It is obligatory on you to ensure that the wages paid should not be less than the minimum rates fixed by Government from time to time and all statutory requirements such as Provident fund /ESI and Bonus etc. must be incorporated in salary.
- XV. Party shall have to provide a substitute well in advance if there is any probability of the manpower leaving the job due to your own personal reasons. The payment in respect of the overlapping period of the substitute shall be your responsibility.
- XVI. Party shall be accessible at all times and message by phone/ mail/ fax/ special messenger from IREL to him/her shall be acknowledged immediately on receipt of the same day. You shall strictly observe the instructions issued by IREL in implementing the contract from time to time.
- XVII. IREL shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the engaged manpower.
- XVIII. Party on your part and through own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by you and shall be responsible for the act of commission or omission on the part of your staff or your employees etc. If IREL suffers any loss or damage on account of negligence, defaults or theft on the part of the manpower of you, then you shall be liable to reimburse the pecuniary value of the loss, as decided by IREL for the same. You shall keep IREL fully indemnified against any such loss or damage.
- XIX. The agreement can be terminated by either party giving one months notice in advance. If you fail to give one month's notice in writing for termination of the agreements then one month's wages etc. and any amount due to you from IREL shall be forfeited.
- XX. On the expiry of the agreement as mentioned above, you will have to withdraw the manpower and clear your accounts by paying them all your legal dues. In case of any dispute on account of termination of employment or non-employment by the personal of you, it shall be the entire responsibility of you to pay and settle the same.

Annexure - VI**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	Bidder agrees to (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 agrees that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT, they will be suspended for the period of 3 years from participation in any future bids of IREL(India) Limited.	AGREE
4	Bidder agrees to execute the work strictly as per the technical specifications and also to comply to the statutory requirements as required for execution of the work.	AGREE
5	Bidder agrees to upload the documents in proof of meeting the Pre-qualification criteria as called for in the tender.	AGREE
6	Bidder agrees to Special Conditions of Contract	AGREE
7	Bidder agrees to submit the signed scanned copy of the Undertaking and details of bidder as per Annexure – I (points 19 and 20)	AGREE
8	Bidder agrees to upload details of Bid Security Documents (or) In case Bidder happens to be Central / State PSU or happens to be MSE registered with NSIC and are interested in waiver from EMD submission, relevant self attested scanned copy of certificates like Udyogaadhar , NSIC Registration Certificates etc. are to be uploaded.	AGREE
9	Contact details i.e. Name & Designation of the Contact person Address Phone no. Email	Remarks

PRICE SCHEDULE

Sl no.	Description of items as per Scope of Work	Unit	Qty.	Service Charges in %	Total
1	Service charges in % towards engaging 9 skilled manpower as per technical specification	%	1	a	$(1238328 + (1238328 * a / 100)) * 1.18$

$(882 * 9) * 26 * 6 = 12,38,328/-$

- Tax should be mentioned in % only
- If Separate tax is not mentioned in the price schedule, the rate quoted will be considered as inclusive of tax.
- Evaluation shall be done on overall L-1 basis after taking net of Tax Credit.
- Bidder quoting nil service charge or only in decimals will not be considered for evaluation and the bid shall be deemed unresponsive. IREL reserves the right to seek justification to prove the workability of the price quoted by the bidder, if required. If bidder fails to provide the same the offer shall be treated as unresponsive.
- In case a tie exist between two or more bidders on quoted price, preference will be given to bidder who is a MSME, who has already executed similar order with IREL, GST registration within the state in that order. Thereafter, if the tie exists the bid shall be decided by lots and the selection by IREL will be final and binding.

Contractor Safety Management Policy**1. SCOPE:**

This policy is applicable to all the contractors and their employees working at IREL (India) Limited, OSCOM, Matikhalo. All the contractors are required to ensure that they and their employees comply with relevant safety requirements as mentioned in this Safety Policy depending on the nature of work. This policy is not a substitute to the statutory rules and regulations laid down by the Govt. of India, Govt. of Odisha, various statutory authorities and the prevailing IREL Safety policy. This is to further reinforce the prevailing practices to best safety practices at work site and for protecting the workmen from occupational health hazard and improving their safety and health status.

2. REFERENCE:

This document should be read in conjunction with the following:

- General Conditions of contract (GCOC)
- Special Conditions of Contract (SCOC)
- Job specifications

3. SAFETY REQUIREMENTS FOR CONTRACTORS:

Human lives are valuable. It cannot be paid off with any compensation. Particularly in industrial pretext, we are losing number of lives every year due to the accidents faced by the people. In most of the cases contractual labors are the majority of victim owing to their ignorance/ being unaware of safety rules, regulations at work site.

Emphasis has been given in 10th National Conference on Safety in Mines held on 26th and 27th November 2007 at New Delhi, 11th National Conference on Safety in Mines held on 4th and 5th July 2013 followed by 12th National Conference on Safety in Mines held on 28th and 29th January 2020 on **Contractor work vis-à-vis Safety**. It is clearly delineated the responsibility of prime employer, contractors and the employee.

Before participating in any contract, the contractor shall have to assess himself that, he has adequate knowledge and experience in the work asked for. He is familiar with the relevant parts of the statute, health and safety management system, maintaining various records under Mines Act 1952, Factories act 1948, Contract Labor (Regulation and Abolition) Act 1970, EPF and MP Act 1952, ESI Act 1948 and other applicable Act and Rules.

4. Contractor's Responsibility:

- a) Prepare written Safe Operating Procedure (SOP) for the works to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The contractor shall visit the work spot and discuss with the EIC and prepare the Site Specific Safety Plan (SSSP).
- b) Provide a copy of the SOP to the person designated for the work i.e. EIC / OIC who shall be supervising the contractor's work.
- c) Keep an up to date SOP and provide a copy of changes to a person designated for the work i.e. EIC / OIC.
- d) Ensure that all work is carried out in accordance with the statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
- e) For work of a specified scope/nature, develop and provide to the EIC / OIC a site specific code of practice.
- f) Any of the inspections that are performed by a contractor shall be stored in hard copy on site. These will be made available upon request from the EIC/OIC or IREL safety incharge.
- g) The Contractor shall perform daily safety inspections on the job site. Any deficiencies shall be corrected as soon as possible or protected until corrections can be performed.
- h) The weekly inspection report must describe any safety deficiencies and also identify a corrective action plan for any hazards identified in the report.
- i) The weekly inspection report shall be available for review by the EIC/OIC upon request.
- j) In the event that a hazard cannot be immediately and completely remedied, the Contractor must provide a means of protecting all personnel from exposure to the hazard until it can be corrected or otherwise immediately cease work in the affected area or cease the activity causing the hazard by informing EIC.
- k) All persons deployed by the contractor for working must undergo vocational training, initial medical examination, PME. The ID cards to be issued shall state the name of the Workmen, Name of the contractor, Blood group of the workmen and the work & its validity period indicating status of VT and IME. Height pass ID shall be separately colored. For all the contracts, the contractual workers to be deployed in the mine or plant must undergo six days vocational training unless and otherwise relaxed in this regard.
- l) Every person deployed by the contractor must wear safety gadgets to be provided by the Contractor while working at the allotted area. If contractor is unable to provide, IREL shall provide the same on chargeable basis calculated @ 125% of the cost of the safety gadgets to be deducted from the Bills of the Contractor.
- m) The contractors engaged (for execution of works in mining and other associated works) shall submit to DGMS returns indicating- Name of his firm, Registration Number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT certificate, how many work persons under gone IME and type of medical coverage given to the work

persons. The return shall be submitted quarterly (10th of April, July, October and January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

- n) Contractor shall ensure that all his workmen are aware about the nature of risk involved in their work and have adequate training for carrying out their work safely. Such Safety Officers/ Supervisors appointed, shall be dedicated and responsible only for safety. They should not be given any other responsibility.
- o) The contractor shall provide safety data upon request during course of the contract. The safety data shall include:
 - Cumulative hours worked
 - Number of recordable injuries/illnesses
 - Number of lost time injuries/illnesses
 - Inspection information
 - If these values are more than zero, please include a brief statement on each individual instance and the outcome of it.

5. Appointment of Competent Person:

The Contractor must appoint a Safety Officer/ Supervisors/ stewards to ensure the provision of safe practices are followed at work place and the persons employed by contractors are following the safety rules, regulations and gadgets strictly.

The scale of appointment of Safety officers/ Supervisors/stewards is given below based on the persons engaged by him

employees < 30	supervisor
employees : 30 – 100	safety officer plus Two supervisors
employees : 101 – 250	safety officer and three supervisors

The basic qualification of Supervisors and Safety Officers:

For Supervisor- Graduate in Science or Diploma in Mechanical/ Electrical/ Mining/ Civil with minimum two years industrial exposure.

For Safety Officer – Graduate in Engineering with post diploma/post graduate in Industrial safety or Diploma in Mechanical/Electrical/Mining/Civil with **minimum three** years of experience in industry and basic knowledge in Industrial Safety.

6. Duties and Responsibility of Safety Officers/Supervisors

- a) All safety officers/ supervisors engaged by contractors shall ensure that, all the persons working under them are following and practicing the rules, regulation issued by the IREL and statutory authority from time to time.
- b) All the persons working under them are using the personal protective equipment supplied by the contractors and adhered to the normal safety rule of the company.
- c) Before starting the work, they should understand the job, nature of risk involved and its mitigation measures. They should submit a risk assessment/Job hazard analysis report to the engineer in charge prior to commencement of work.
- d) Before starting the work, ask for the site clearance from EIC. Once site clearance is achieved, barricade the area to check the inadvertent entry to the work site.
- e) Raise the safety work permit and ensure that due safety measures are taken, safety tags are attached, supply is isolated and locked, testing of isolation is carried out in your presence and satisfy himself that all precautions have been taken to make the area, installation, machineries safe to work. Once the maintenance is over or at the end of the day you should return the safety permit to EIC.
- f) To instruct the contract people fixing the guards in proper place, remove the scraps or additional materials from the work site to a safe distance before handing over the safety permit.
- g) To ask the contract people under your control to maintain good housekeeping.
- h) Any unsafe condition or practices noticed is to be addressed forthwith and information must be given to EIC.
- i) Any safety appliances required for specialized work to be arranged or seek help from EIC to get the appliances.
- j) To maintain a register of near miss incidents and accident on day to day basis and get it signed by EIC every day.
- k) To arrange delivering pep/safety talks to workmen regularly prior to work.
- l) To encourage your manpower to furnish constructive suggestion to improve safety standard at work place and discuss with EIC for implementation.
- m) To ensure proper scaffolding while working at height. Obtain height pass and instruct workmen to use safety belts with anchorage. Fix the catch net where required.
- n) To ensure the supply of proper tools and tackles for the work.

- o) Any accident resulting in injury to workmen to be immediately reported to the EIC.

7. Employee's / Workmen's Responsibility:

- a) A contractor's employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- b) An employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- c) An employee shall strictly adhere to the provision of rules, regulation, bylaws issued by the IREL from time to time.
- d) No person shall interfere with, impede or obstruct any person in the discharge of his duties, nor shall he offer or render any service, or use any threat to any other person with a view to preventing him from complying with the provision of the rules, regulation, bylaws and orders made there under. If any persons who receive such offer or threat shall inform the EIC forthwith for further course of action.
- e) No person shall, except with the authority of EIC, go in to any part of the plant other than that part of which he works.
- f) No person shall sleep while on duty.
- g) Every person receiving any injury in the course of his duty shall report to their supervisors, safety officers or contractor, who in turn arrange necessary first aid to the injured persons.
- h) No person shall, while on duty throw any stone or missile with intent to cause injury, fight or behave in violent manner.
- i) Every person shall use the safety gadgets during the work supplied by the contractor to them.
- j) Smoking and chewing tobacco, being in state of intoxication etc is strictly prohibited inside the plant area.
- k) No person shall negligently or willfully do anything likely to endanger life or health or negligently or willfully omit to do anything necessary for the compliance of safety.

8. General Obligation:

- a) The Contractor shall maintain a record of register of his all machines, tools and tackles, lifting equipment, supports, welding machines, Gas cylinders, safety appliances or any other equipment or appliances belonging to him or hired to execute the job in the register. This register shall be subjected to audit or checked by the IREL official at any point of time. Every addition or deletion of equipment shall be certified and counter signed by the concerned EIC.
- b) All lifting equipment kept under the custody of contractor shall be tested for safe working load test periodically and a record to be maintained to this effect.
- c) All the lifting equipment shall be tagged properly for their easy identification.
- d) Contractor using machineries shall maintain check list of their machines aligned with the requirement of OEM.
- e) All web slings, wire rope slings shall be maintained in a good condition. Any sign of tear or worn out shall be rejected forthwith.
- f) Wire rope of crane and hydra shall be checked regularly and replaced as per the OEM guide line. Any sign of deterioration of rope shall be replaced immediately. A record of rope replacement shall be maintained by the contractor.
- g) All safety belts shall be suitably tagged indicating date of purchase and nos. Anchorage coupling and life line rope shall be checked regularly.
- h) Ensure that all the moving machines are equipped with reversal audio alarm and fitted with rear view mirror/ camera.
- i) Contractor must supply approved safety equipment to his workmen.
- j) Contractor shall maintain daily check list for his equipment.
- k) Contractor shall maintain the medical checkup and training record of his workmen.
- l) The vehicles used shall be appropriate for the purpose, shall hold valid fitness certificates, registration, insurance, PUC etc as applicable and shall be maintained at the site office for inspection by EIC or any official.

- m) It shall be ensured that only competent persons are engaged in executing the works/ tasks/ jobs and wherever required shall hold valid licences/ certificates as mentioned in the tender.
- n) The Contractor on request shall be provided space inside plant premises for construction of temporary sheds to be utilized for storing tools, tackles, personal belongings of their employees etc. However, the said space is to be made devoid of any constructions/ obstructions and returned back to IREL within 30 days of completion of the contract failing which ground rent @ Rs 1000/- per day shall be deducted from the bills due for payments.
- o) Record Keeping, Incident Reporting, & Major Accident Protocol: The contractor shall maintain records of safety training for their employees and shall document any incidents that occur on the Project (including near misses). The contractor shall notify the EIC immediately about any incident that occurs on the jobsite. In the event that significant injury to a person (worker or other member of community) or building damage has occurred, the contractor shall contact the EIC as soon as possible with initial details of the incident. The EIC will then initiate the appropriate accident protocols. The EIC reserves the right to hold a meeting with all responsible parties after an incident occurs to discuss its details, cause, and preventative measures contractors will implement going forward.
- p) The contractor shall ensure that their workmen while on duty in active zone of mine (where active mining operations are carried out) shall not carry mobile phones. There shall be provision for safe keep storage of their mobile phones at a suitable place. In case of emergent situations the Mines Manager/EIC may allow any person or category of persons to carry mobile phones in such zones.
- q) The contractor shall not deploy a driver for long and extended hours of driving beyond 8 continuous hours and shall ensure rest interval of half an hour after 4 hours of continuous operations so as to avoid fatigue.
- r) EIC from IREL (India) Limited, shall have the right to stop the work of the contractor, if in his opinion, proceeding with the work will lead to an unsafe and dangerous condition. EIC shall get the unsafe condition removed or provide protective equipment at the contractors cost, whichever is applicable.
- s) Contractor shall devise a procedure on Accident Reporting. All accidents including Near Misses and property damages to be reported as per the IREL's Accident Reporting Procedure. All Accidents including Near Misses to be communicated immediately to EIC over telephone/ verbally, followed by a detailed written accident report. All accidents must be investigated, classified, analysed & comply with the recommendations to avoid its recurrence. Monthly Accident statistics must be developed and circulated. Contractor shall maintain a register of all such accidents.

9. Operation & Maintenance:

- a) All persons who work with electrical installation/equipment shall be aware of the electrical hazards, use of protective devices and safe operational procedures. They shall be given training in firefighting, first aid and artificial resuscitation techniques.
- b) The supervisor shall instruct the proper procedure, specify and enforce the use of necessary protective equipment such as adequately insulated pliers, screw drivers, fuse pullers, testing lamps and similar hand tools. Only wooden ladders shall be used to reach the heights in electrical work.
- c) No material or earth work shall be allowed to be dumped below or in the vicinity of the bare overhead line conductors.
- d) Separate work permits shall be issued for individual group leaders working on the same system which shall be returned after the completion of the work to Safety Supervisor and no system shall be energized without the clearance of Safety supervisor.
- e) Before any maintenance work is commenced on electrical installations/equipment, the circuits shall be de-energized and ascertained to be dead by positive test with an approved voltage testing device. Switches shall be tagged or the fuse holders withdrawn before starting the work. Adequate precautions shall be taken in two important aspects viz.
 - I) That there shall be no danger from any adjacent live parts and
 - II) That there shall be no chances of re-energization of the equipment on which the persons are working
- f) While working on or near a circuit, whenever possible the use of one hand may be practiced even though the circuit is supposed to be dead. The other hand may preferably be kept in pocket.
- g) When it is necessary to touch electrical equipment (for example when checking for overload of motors) back of the hand may be used. Thus, if accidental shock were to cause muscular contractions one would not 'freeze' to the conductor.
- h) Operation of electrical equipment shall be avoided when standing on wet floor or when hands are wet.
- i) Before blown fuses are replaced, the circuit shall be locked out and an investigation shall be made for the cause of the short circuit or overload.

- j) When two persons are working within reach of each other, they shall never work on different phases of the supply.
- k) When structural repairs, modification or painting work are to be undertaken, appropriate measures shall be taken for the protection of persons whose work may bring them into the proximity of live equipment/circuit.
- l) It shall be ensured that the insulation and wire size of extension cords are adequate for the voltage and current to be carried.
- m) While tapping electricity from the socket, plug top must be used. It shall be ensured that no extension boards are over loaded while tapping. Only standard three pin plugs shall be used for tapping electricity. Broken sockets/plugs shall be replaced immediately with good ones. Only joint free cables shall be used for connecting equipment/apparatus.
- n) Floors shall be kept free from trailing electrical cables to avoid tripping hazard.
- o) Power supply to all the machines and lighting fixture shall be switched off when not in use.
- p) Temporary electrical connections shall be removed as soon as the stipulated work is over. After completion of the works, the contractor shall dismantle the distribution boards and the other facilities he may have erected.
- q) Unauthorized tapping of power by others from distribution boards under the control of the contractor shall be prohibited at all circumstances.
- r) No flammable materials shall be stored in any working area near the switch boards.
- s) Safety work permits shall be used for switching off the main feeder and equipment by the contractor.
- t) "MEN ON LINE" "DO NOT SWITCH ON" "DANGER" or "CAUTION" board as applicable shall be used during maintenance works on the electrical equipment.
- u) The contractor shall implement the shutdown procedure with lockout and tag out systems with a provision of multiple lock displaying the persons name, designation and photo. When any switchgear cannot be locked out, the same shall be modified or replaced to make it capable of being locked.

For details you may obtain a copy of the manual from Safety department of IREL(India)Limited, OSCOM

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

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 relived 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 relived 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

.....

Contractee (at Matikhalo, Dist-Ganjam, ORISSA)

Signed by the said in the presence of

.....

Contractor (at Matikhalo Dist-Ganjam, ORISSA)

Bid Securing Declaration Form

FORMAT – V

Tender No.

Date:

To

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

I/we declare that:

I/we understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/we may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/ we are in a breach of any obligation under the bid conditions, because I/we

a) have withdrawn/ modified/ amended, impairs or derogates from the tender, my/ our Bid during the period of bid validity specified in the form of Bid; or

b)having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the instructions to Bidders.

I/we understand this Bid Securing Declaration shall cease to be valid if I am/ we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/ our Bid.

Signed:
Name:
Address:

Duly authorized to sign the bid for or on behalf of _____

Dated on _____ day of _____

Corporate seal (where appropriate)

(Note: in case of a joint Venture, the Bid Securing Declaration must be in the name of all partners to the joint venture that submits the bid)