REQUEST FOR PROPOSAL (RFP)
SELECTION OF EPC BIDDER FOR CONSTRUCTION OF PRE ENGINEERED BUILDING (PEB) WAREHOUSE FOR ILMENITE STORAGE FOR ORISSA SAND COMPLEX (OSCOM), CHATRAPUR, GANJAM, ODISHA

IREL (India) Limited
(A Govt. of India Undertaking – Dept. of Atomic Energy)

Orissa Sands Complex (OSCOM), IREL (India) Limited, P.O.: Matikhalo, District: Ganjam-761045, Odisha, India. Website: https://irel.co.in

DISCLAIMER

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

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

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

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

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

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

any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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1 Introduction

1.1 Background

1.1.1 IREL (India) Limited, a Mini Ratna-I company, is a Govt. of India Undertaking under the Department of Atomic Energy and is operating beach sand mining and mineral separation plants at Chavara (Kerala), Manavalakurichi (Tamil Nadu) and Orissa Sands Complex (OSCOM), Chatrapur (Odisha), with installed capacity to produce about 6,00,000 tons per annum Ilmenite and associated minerals such as Rutile, Leucoxene, Zircon, Sillimanite, Garnet, etc. IREL also has its chemical unit at Rare Earths Division, (RED) Aluva, Kerala which is associated with production of Rare Earth compounds. IREL has also set up a Rare Earth Extraction Plant at Odisha to produce about 11,000 ton Rare Earth Chloride and associated products like Trisodium Phosphate (TSP).

1.1.2 IREL is presently mining beach sand minerals at the OSCOM deposit situated in Ganjam district of Odisha. The OSCOM deposit covering mining lease area of 2464 Ha. Extends over a length of 18 km along the beach and the total area covered is ~26 square km between Gopalpur in the south and Rushkulya River in the north. The total reserves of the deposits are 230 MT of raw sand with 20-25% heavy minerals such as Ilmenite, Rutile, Zircon, Garnet and Sillimanite.

1.1.3 Mining is carried out through a floating 500 tons per hour (tph) Dredge and Wet Up-gradation Plant (DWUP) and small capacities Supplementary Mining Plants (SMPs) having capacities of 150 tph. The output from DWUP is fed into a land based MSP for producing 0.45 Million tpa (Mtpa) of Ilmenite and associated minerals like Rutile, Zircon, Sillimanite, Garnet, etc.

1.2 Proposed Project

1.2.1 IREL (India) Limited invites bids for the selection of an EPC Bidder to execute the Turnkey Construction of PEB Warehouse for Ilmenite Storage at the Autopool Section of its OSCOM Unit in Odisha. (The "**Project**"). The scope of project is

- Construction of ilmenite warehouse for storing 40,000T-45,000T ilmenite:
- Construction industrial PEB warehouse measuring approximately 85m (L) x 35m (B) with a minimum clear height of 10m from the Finished Floor Level (FFL) to store Ilmenite. The design features a 3-meter-high peripheral RCC internal retaining wall to contain and store the bulk Ilmenite. The warehouse will feature heavy- duty industrial RCC flooring raised by 2 feet to resist nearby water accumulation and flooding. The structure will be equipped with high-velocity cyclonic wind fastening, marine-grade epoxy anti- corrosive treatments, and a dedicated industrial illumination system for safe night-shift operations. Further, the warehouse shall have an industrial concrete flooring to sustain the heavy loose material and heavy moving dumpers.

1.2.2 The role of the Selected Bidder will include all the following activities, but will not be limited to:

1. <u>Engineering, Design & IIT/NIT Vetting:-</u>

- **Geotechnical & Structural Design:** NABL-accredited soil testing and engineering models built for seismic zones and coastal wind loads.
- **Mandatory Institutional Vetting:** Technical review, structural stability certification, and blueprint approval **strictly from an IIT or NIT**.
- **Deliverables:** Submission of certified test reports, Good-for-Construction (GFC) drawings, and Quality Assurance Plans (QAP) for technical clearance.

2. Civil Foundations & Retaining Structures:-

- **Earthworks & Base Flooring:** Footprint excavation over the existing cement floor, casting sub-structures, and laying a 2-foot elevated finished floor.
- **Bulk Material Retaining Wall:** Construction of an 85m × 35m × 3m RCC retaining wall (height 3m from FFL) engineered for lateral pressure of Ilmenite sand stacking up to a peak height of 8.0 metres.
- **Anchorage & Perimeter Drainage:** Precision casting of high-strength anchor bolts and construction of a continuous concrete storm water drain channel.
- **Dismantling, Subgrade Site Clearance & Transit Infrastructure Scope:** EPC Bidder is fully responsible for the mechanical dismantling and civil breaking of all existing reinforced concrete (RCC) pavement slabs, old machinery bases, and boulder soling across the designated 85m × 35m footprint, including localized subgrade clearing and safe internal debris disposal. It must also incorporate the provisioning of heavy-duty concrete approach ramps engineered to safely bridge the 2-foot structural floor rise for continuous moving dumper operations without encroaching into active Autopool plant transit roads.

3. Steel Supply, Fabrication & Marine Coating:-

- **Material Procurement:** Raw steel sourcing from branded manufacturers (Tata, SAIL, JSW, or equivalent) for primary and secondary members.
- **Corrosion Treatment:** Blast cleaning and multi-coat epoxy painting conforming to ISO 12944 C5-M (Severe Coastal Marine) standards.
- **Cladding & Logistics:** Supply of high-tensile pre-painted sheets, cyclonic washers, and translucent daylight panels with complete site transit handling.

4. Mechanical Erection & Erection Facilities:-

- **Structural Assembly:** Rigging and erection of clear-span frames, portal components, purlins, and cross-bracings using certified cranes.
- **Cladding & Door Installation:** Fixing roof/wall panels with specialized cyclonic fasteners and setting up an expansive dumper entry door.
- **Ventilation:** Supply and installation of high-capacity industrial ventilation fans for effective airflow and site dust control.

5. Electricals, Trial Runs & Final Handover:-

- **Power & Lighting:** Installation of a high-IP rated weatherproof Distribution Boards with appropriate circuit breakers, routing of armored XLPE insulated power cables, and installation of industrial high-bay LED lighting fixtures.
- **Protection Networks:** Setting up an IS/IEC-compliant lightning arrestor system and a maintenance-free chemical dual earthing network.
- **Handover:** System trial runs, site clearance, and final transfer of as-built drawings, material certificates, and vetting reports to IREL.

The selected EPC Bidder must submit their Techno-Commercial and Financial proposals strictly as a **unified Lump-Sum Turnkey (LSTK) bid.** The price must comprehensively cover all scope of works including design, engineering, supply and execution of the warehouse structure.

6. Bidding Modality & Commercial Execution Framework:-

- Bidders must submit their Techno-Commercial and Financial proposals strictly as a

unified Lump-Sum Turnkey (LSTK) bid. The single price quoted must comprehensively cover all scopes of work including final design, geotechnical engineering, soil exploration, raw material procurement, structural steel fabrication, site preparation, civil execution, electrical networks, testing, and commissioning up to final physical handover.

- For system compatibility and operational formatting within the electronic bidding/CPP portal, the financial schedule may utilize a single overall price input or a unified percentage framework. Bidders are explicitly notified that any itemized or line-by-line metrics uploaded on the portal at this stage are **purely for system compliance**. They shall not be construed as an item-rate contract, nor will they be used for individual component price comparisons. The total, fixed lump-sum price quoted remains firm during the execution period of the contract

IREL will remain owner of assets and products. IREL will undertake decision-making, as per the scope. However, the risk and liability of the warehouses including manpower, machinery, safety etc, lies with the successful EPC bidder.

1.3 Brief description of bidding Process

IREL intends to select an EPC Bidder for awarding the Project through competitive bidding process set out herein.

IREL (India) Limited invites online tenders from prospective bidders of repute to participate in our tender via the e-procurement system (Online Part I: Techno-Commercial Bid and Part-II: Price Bid) through the CPP portal (https://etenders.gov.in/eprocure/app **)** under a Two-Bid System. Final selection and contract award will be based strictly on the Lowest Financial Bid (L1) among the techno-commercially qualified bidders. IREL has adopted a Two Part bidding process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project.

"**Part I** – (Techno-Commercial Bid) will be opened electronically as per the schedule given in the CPP bid document. This first part (the "Pre-Qualification") of the Bidding Process will involve pre-qualification of interested Bidders in accordance with this RFP on an **on a Pass/Fail baseline**. The Bidders will sign and submit other documents as mentioned in this RFP at Pre-Qualification (refer **Appendix 1**). At the end of this part, the techno-commercial evaluation status (as qualified/disqualified) of the Bidders will be intimated through the CPP Portal with a grace period of **48 hours** for representation, if any, through the CPP portal.

"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. This stage will be evaluated strictly on an **L1 (Lowest Financial Bid) basis.**

All Pre-Qualification Documents, Techno-commercial and Financial Bids shall be prepared and submitted in accordance with such terms through CPP portal on or before the date specified for bid submission in accordance with this RFP.

1.4 Schedule of Bidding Process

IREL shall endeavor to adhere to the following schedule:

S. No.	Event Description	Date

1.	Date of issue of RFP/Tender	23-10-2026
2.	Last date for receiving pre-bid queries	30-10-2026 03.00 PM
3.	Site visit schedule	30-10-2026 03.00 PM
4.	Pre-bid conference/meeting at the Venue as per Clause 2.8	02-11-2026 03.00 PM **https://meet.google.com/mqd-kejr-ket** Or open Meet and enter this code: **mqd-kejr-ket**
5.	Bid Due Date	17-11-2026
6.	Opening of Price Bid	To be declared later

2 Instructions to Bidders

2.1 Mode of Bidding

2.1.1. The Bidder shall participate in the Bidding Process as a **single legal entity only**. Documentary evidence of incorporation/registration of the Bidder shall be submitted along with the Bid.

2.1.2. The Bidder shall independently meet all the prescribed technical and financial qualification criteria. Reliance on the technical and/or financial strength, credentials, or resources of Associates, group companies, or any other entity shall not be permitted.

2.2 General terms of Bid

2.2.1. No Bidder directly or through its affiliate/subsidiary/holding company shall submit more than one Bid for the Project.

2.2.2. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.

2.2.3. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection.

2.2.4. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.2.5. The documents including this RFP and all attached documents, provided by IREL are and shall remain or become the properties of IREL and are shared with the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by Bidders, and IREL will have the right not to return any Bid, document or any information provided along therewith to Bidders.

2.2.6. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and

obligations of the Bidder set forth in the Agreement or IREL's rights to amend, alter, change, supplement or clarify the scope of work, the Project to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by IREL.

2.2.7. The Bidder shall be a **Company/LLP/LLC registered in India** under applicable laws.

2.2.8. The Bidder shall independently meet the **financial criteria** specified in the tender on its own, based on its audited financial statements. Reliance on the financial strength, credentials, or resources of any associate, group Company, subsidiary, holding company, or any other entity shall not be permitted.

2.2.9. The Bidder shall independently meet the **technical criteria** specified in the tender on its own. Reliance on the technical experience, credentials, or resources of any associate, group Company, subsidiary, holding company, or any other entity shall not be permitted.

2.2.10. The Proposal shall be submitted in the name of the Bidder and shall be signed by the authorized **Representative** of the Bidder.

2.2.11. The Bidder shall not rely on the technical or financial strength of its **Subsidiary, Holding Company, Associate, Affiliate, or any other entity** for qualification purposes. Further, a Bidder shall not submit more than one bid, either directly or indirectly.

2.2.13 The Bidder should have **positive Net Worth** during each of the last three financial years, i.e., FY 2025-26, FY 2024-25, and FY 2023-24.

2.2.14 The Bidder shall be solely responsible for the performance of all contractual obligations as per the terms and conditions of the tender.

2.2.15 The Bidder shall be **individually responsible** for all liabilities including operational, financial, legal, environmental, and technical obligations arising out of the contract.

2.2.16 Any change in the constitution/ownership of the Bidder shall require prior written approval of IREL, which shall be at its sole discretion.

The **Earnest Money Deposit (EMD)** shall be submitted by the Bidder and shall be enforceable as per tender conditions.

2.3 Conditions of Eligibility of Bidders

The Bidders are advised to carefully read the minimum conditions of eligibility (the "Conditions of Eligibility") specified herein and shall submit the Pre-Qualification Bid along with documentary evidence in support of meeting the same. Only those Bidders who satisfy the Conditions of Eligibility shall be considered for further evaluation. For determining the eligibility of Bidders, the following shall apply:

2.3.1. The Bidder shall be a **Company registered in India** under the Companies Act, 1956/2013 or a **Limited Liability Partnership (LLP)** registered under the Limited Liability Partnership Act, 2008.

2.3.2. The Bidder shall not have a **Conflict of Interest** that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified, subject to Clause 2.5.

2.3.3. The Bidder shall independently meet the **Technical and Financial Pre-Qualification Criteria** as specified in Clause 2.4 of the tender.

2.3.4. Any entity which has been barred/blacklisted by the Central Government, any State

Government, Public Sector Undertaking (PSU), or any entity controlled by them, from participating in any project, and such bar subsists as on the Bid Due Date, shall not be eligible to submit a Bid.

2.3.5. The Bidder shall submit a duly signed undertaking/declaration confirming that, during the last two (2) years:

- ❖ neither failed to perform on any contract, as evidenced by imposition of a penalty by any arbitral or judicial authority, or by any judicial pronouncement or arbitration award;
- ❖ nor been expelled from any project or contract by any public entity;
- ❖ nor had any contract terminated by any public entity due to breach by the Bidder.

The undertaking/declaration shall be submitted along with the bid as part of the qualification requirements.

2.3.6. Provided, however, that if a Bidder claims that its disqualification arising out of any of the above circumstances does not reflect:

a) any malfeasance on its part;
b) any willful default or material breach of the contract;
c) any fraud, misrepresentation, or deceit; or
d) any abandonment or rescinding of the contract,

the Bidder may make a representation to IREL seeking waiver of such disqualification. IREL may, at its sole discretion and for reasons to be recorded in writing, grant such waiver if satisfied that such disqualification does not materially affect the integrity of the Bidding Process or the execution of the Project.

2.4 Pre-Qualification Criteria

Sl. No.	PQ requirement	Documents required (As applicable)
1	**Technical Competency:** Bidders during the preceding 7 years reckoned from the bid due date should have completed: (i) One Similar Work in a single order of costing not less **INR 5.79 Crores** (Excluding of GST) **OR** (ii) Two Similar Works in two (2) orders of each not costing less than **INR 3.62 Crores** (Excluding of GST) **OR** (iii) Three Similar Works in three (3) orders of each not costing less than **INR 2.90 Crores** (Excluding of GST) for any GOI/ CPSUs / Central Govt. Dept./ State Govt./ Semi- Govt./ Autonomous bodies or private organizations. **Definition of Similar Work(s): "Similar Work"** means the successful execution of projects on a Single-Point Turnkey / EPC	• Completion certificate indicating the details of the Work Order(s) along with copies of the Work Order(s). • The bidder may submit certificate(s) from practicing chartered accountants stating the milestones achieved and corresponding payments received for ongoing **projects in progress** up to the bid due date.

	(Engineering, Procurement, and Construction) basis, encompassing comprehensive responsibility for design, engineering, material procurement, and physical construction/erection in any of the following domains: a) Turnkey construction (excluding road & drain construction), manufacturing, and engineering of Pre-Engineered Building (PEB) structures, bulk material storage godowns, or warehousing solutions. **OR** b) Heavy industrial complexes, plant facilities, or mining infrastructure projects for Government institutions, Central/State Public Sector Undertakings (PSUs), or reputed private sector organizations/industrial sectors.	
2	**Financial Capability:** (i) The Bidder should have a minimum average annual turnover of **INR 2.17 Crores (Rupees Two Crores Seventeen Lakhs)** over the last three audited financial years (i.e., FY 2025-26, FY 2024-25, FY 2023-24).	• Extracts from the audited balance sheet and Profit & Loss Account; and/ or duly signed Certificate from practicing Chartered Accountant or Statutory auditor for FY 2025-26, FY 2024-25, FY 2023-24 is to be submitted.
3	**CONCURRENT COMMITMENT** The bidder has to submit complete list of concurrent commitments on all jobs under execution by them, as per format given below, which will be taken into account to assess the spare capacity available with the bidder. If the annualized concurrent commitments of the bidder plus annualized estimated value of the work exceed four times the average annual financial turnover during the last three financial years of the bidder, then the bid of such a bidder shall not be considered for further evaluation. Concurrent commitment of the bidder shall be evaluated as on the last day of the Month previous to bid due date, based on the confirmation/declaration of the bidders that they have disclosed all works being executed by them. Bidders shall exclude all stalled project for which there is no progress in last one year giving reason for no progress considering above cut-off date. In case any adverse report/complaint are received against bidder and on enquiry found correct, offer shall be rejected and bidder	The Bidder should upload the detail as per below table.

	shall be liable for appropriate legal action.	

Concurrent Commitment format:

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

Sign and seal of Bidder

2.5 Conflict of Interest

2.5.1 A Bidder shall not have a conflict of interest (the **"Conflict of Interest"**) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, IREL shall be entitled to forfeit and appropriate the Bid Security or Security Deposit, as the case may be, as mutually agreed genuine pre- estimated loss and damage likely to be suffered and incurred by IREL and not by way of penalty for, inter alia, the time, cost and effort of IREL, including consideration of such Bidder's Bid (the **"Damages"**), without prejudice to any other right or remedy that may be available to IREL under the Bidding Documents and/ or the Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, unless

specifically permitted elsewhere in the RFP documents, if:

a) the Bidder, or its Associate (or any constituent thereof), and any other Bidder, or its any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder or Associate, as the case may be) in the other Bidder or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub- section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the **"Subject Person"**) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
b) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or any Associate thereof; or
c) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
d) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
e) such Bidder, or any Associate thereof has participated as a consultant to IREL in the preparation of any documents, design or technical specifications of the Project. For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the **"Associate"**). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.6 Change in ownership

By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control / change in ownership of the Bidder, the Bidder's liability to honor the agreement and complete the Project would be continued.

2.7 Site visit

2.7.1 Bidders are required to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.7.2 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project.

2.7.3 Interested Bidders may send a request to IREL for site visit at least one week prior to the site

visit date as specified in Schedule of Bidding Process (Ref: Clause 1.4). Interested Bidders are requested to check the websites for any change in the dates of site visit, if any.

2.7.4 The Site Visit Request Form is attached in this tender. After receipt of filled and signed Site Visit Request Form, IREL will confirm for site visit to the Bidder.

2.7.5 Three people from IREL: Representative of Marketing department, Technical Person from Civil Department and Security Person will accompany the Bidder's team (proposed in the Site Visit Request Form) during the site visit only during the dates mentioned for the Site Visit.

2.7.6 The Bidder is required to submit a Declaration of Site Visit signed by the authorised signatory of the Bidder as per the format attached in Appendix-6.

2.7.7 The expenses (Travel, accommodation etc) for Site Visit and attending Pre-bid conference and any other expenses relating to bid preparation will be borne by the Bidder.

2.8 Pre-bid Conference

The date, time and venue of the Pre-Bid Conference will be:

Particulars	Details
Date and Time	As mentioned in Schedule of Bidding Process (Ref: Clause 1.4)
Venue	IREL (India) Limited, Orissa Sands Complex, P.O. Matikhalo, Chatrapur, Ganjam, Odisha – 761045

Any queries or request for additional information concerning this RFP shall be submitted in writing by speed post/ courier/ special messenger and by e-mail so as to reach the officer designated below by the specified date.

Particulars	Details		
Contact Person	Shri P Madhu Mohan Babu	Shri V Prasath	Shri Tushar Rawat
Designation	DGM – Technical (Purchase)	Sr. Manager –Tech (Civil) Engineer In Charge	Dy. Manager – Sales Nodal Officer
Organization & Address	IREL (India) Limited, Orissa Sands Complex, P.O. Matikhalo, Chatrapur, Ganjam, Odisha – 761045		
Email	purchase1-os@irel.co.in	vprasath@irel.co.in	tushar.rawat@irel.co.in

The envelopes/ communications shall clearly bear the following identification/ title:

"Queries/ Request for Additional Information: RFP for selection of EPC Bidder to execute the Turnkey Construction of PEB Warehouse for Ilmenite Storage at the Autopool Section of its OSCOM Unit in Odisha.".

2.9 Clarifications

2.9.1 IREL shall endeavour to respond to the queries no later than fifteen (15) days prior to the Bid due date. The responses will be uploaded on IREL website www.irel.co.in or https://etenders.gov.in/eprocure/app .

2.9.2 IREL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, IREL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring IREL to respond to any question or to provide any clarification.

2.9.3 IREL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by IREL shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by IREL or its employees or representatives shall not in any way or manner be binding on IREL.

2.9.4 Detailed engineering specifications, structural load distributions for the clear-span portal frames, operational vehicle entry doors, and peripheral RCC retaining wall stability profiles will be technically frozen immediately upon receipt of the prospective party's clarifying replies during the pre-tender stage.

2.10 Amendment of the RFP

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

2.10.2 Any addendum issued here under will be in writing and shall be uploaded on IREL website www.irel.co.in or **https://etenders.gov.in/eprocure/app.**

2.10.3 In order to allow the Bidders a reasonable time for taking an addendum into account, or for any other reason, IREL may, in its sole discretion, extend the Bid Due Date.

2.11 Cost of Bid and RFP Document

2.11.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. IREL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.11.2 The Bidders can purchase the RFP document from IREL office in OSCOM by paying a sum of INR 2500/- (Rupees Twenty-Five Hundred only) exclusive of GST as the cost of the RFP document, in the form of Demand Draft in favour of IREL (India) Limited, payable at SBI Matikhalo issued from any Scheduled Bank in India.

2.11.3The Bidders can also download the document from IREL website www.irel.co.in or https://etenders.gov.in/eprocure/app. Bidders who download the RFP document online need not submit any amount towards the cost of RFP document along with its bid.

2.12 Acknowledgement by Bidder

2.12.1 It shall be deemed that by submitting the Bid, the Bidder has:

a) made a complete and careful examination of the RFP;
b) Understood the entire scope of work to be carried out under the RFP
c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of IREL relating to any of the matters referred to in this Clause; and
d) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.12.2 IREL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by IREL.

2.12.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Project thereby granted by IREL, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified and shall be liable to be terminated, as the case may be, without IREL being liable in any manner whatsoever. In such an event, IREL shall be entitled to forfeit and appropriate the Bid Security or Security Deposit, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to IREL under the Bidding Documents and/ or the Agreement or under Applicable Law, or otherwise. Further, IREL reserve right to take any other action which it may deem appropriate.

2.13 Verification and disqualification

2.13.1 IREL reserves the right to verify all statements, information and documents submitted by the

Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by IREL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by IREL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of IREL there under.

2.13.2 IREL reserves the right to reject any Bid and appropriate the Bid Security if:

a) at any time, a material misrepresentation is made or uncovered, or

b) such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

2.14 Right to accept/reject any or all Bids

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

2.15 Fraud and corrupt practices

2.15.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, IREL may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

2.15.2 Without prejudice to the rights of IREL under above Clause hereinabove, if a Bidder is found by IREL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by IREL during a period of 2 (two) years from the date such Bidder is found by IREL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.15.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of IREL who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOI or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of IREL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause 2.5.2 of Clause 2.5, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Agreement, who at any time has been or is a legal, financial or technical adviser of IREL in relation to any matter concerning the Project;

b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by IREL with the objective of canvassing, lobbying or in any manner

influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

2.16 Ethics in Tendering and Other Business Dealings

2.16.1 IREL is doing its business as per the rules and regulation of the Public Sector Undertaking and other statutory agencies. The business is done in an ethical, rational & impartial manner with good Corporate Governance.

2.16.2 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 format in Appendix- 9.

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

Chairman & Managing Director IREL (India) Limited., 1207, V.S. Marg, Prabhadevi Mumbai 400 028. Ph: 022-24225778 Email:cmd@irel.co.in	Chief Vigilance Officer IREL (India) Limited., 1207, V.S. Marg, Prabhadevi Mumbai 400 028 Ph:022-24221068 Email:cvo@irel.co.in

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

2.17 Tender/ RFP Documents

This RFP comprises the disclaimer set forth hereinabove, the contents as provided in the appendix and annexure and enclosed herewith, and will additionally include any addenda or corrigendum or clarification issued by IREL.

3 Preparation and submission of the bid

3.1 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

3.2 Bid Security

3.2.1 In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security (EMD) as mentioned in the CPP Bid document. The Bidders will have to provide Bid Security in the form of a bank guarantee acceptable to IREL (the format for Bank Guarantee is provided at Appendix 2). The validity period shall not be less than 120 (one hundred and twenty) days from the Bid Due Date, with an additional claim period of 30 (thirty) days, and may be extended as may be mutually agreed between IREL and the Bidder from time to time. The Bid Security will issued by a Scheduled Bank, in favour of "IREL (India) Limited", payable at Matikhalo, Chatrapur, Ganjam, Odisha. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any Nationalised Bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

3.2.2 The genuineness of bank guarantee shall be checked by IREL from the issuing bank.

3.2.3 IREL shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

3.2.4 Any Bid not accompanied by the Bid Security shall be summarily rejected by IREL as non-responsive.

3.2.5 The Bid Security of unsuccessful Bidders will be returned by IREL, without any interest, within 30 (thirty) days from the LOI issuance to the Selected Bidder.

3.2.6 The Selected Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Agreement and Selected Bidder furnishing the Security Deposit in accordance with the provisions thereof.

3.2.7 IREL shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in the RFP. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that IREL will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid Validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

3.2.8 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to IREL under the Bidding Documents and / or under the Agreement, or otherwise, if

a) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP;
b) a Bidder submits false/fabricated documents;
c) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and IREL;
d) a Bidder changes the terms and conditions or prices or withdraw his Bid subsequent to the date of opening.
e) a Bidder fails to accept the order when placed or fails to commence supplies/ works/ services/ after declared as Selected Bidder.
f) the Selected Bidder fails within the specified time limit-
   i. to sign and return the duplicate copy of LOI; or

ii. to sign the Agreement; or
iii. to furnish the Security Deposit within the period prescribed therefor in the Agreement

g) the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Security Deposit.

3.3 Structure of the Bid

The Bidders will prepare their bids in the structure and sequence provided below. In case the Bids are not found as per the required structure, IREL shall have the right to declare the Bid as non- responsive and the Bid shall not be considered for further evaluation.

The following conditions shall be adhered to while submitting a Bid:
Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information; Information supplied by a Bidder must apply to the Bidder or its Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;

3.4 Modification/substitution of Bids

The Bidder may modify or substitute its Bid after submission through CPP Portal prior to the Bid Due Date. No Bid shall be modified or substituted by the Bidder on or after the Bid Due Date.

Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by IREL, shall be disregarded.

3.5 Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and IREL.

3.6 Confidentiality

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

4 Miscellaneous

4.1 General

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the court in Chatrapur, Ganjam District, Odisha, shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

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

suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

consult with any Bidder in order to receive clarification or further information;

qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;

retain any information and/ or evidence submitted to IREL by, on behalf of, and/ or in relation to any Bidder; and/ or

independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder

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

4.2 Proprietary data

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

4.3 Contacts during Bid Evaluation

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

4.4 Correspondence with the Bidder

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

4.5 Obligations of EPC Bidder

4.5.1 Scope of Work

Under this Agreement, the Bidder shall fulfill the scope of work (the "Scope of Work") defined in the Terms of Reference.

4.5.2 Construction of temporary stores and site office

4.5.2.1 The bidder can build, at his expense, temporary stores for storing his equipment, plants, Materials, etc. and also to build his temporary site office. The Bidder will be solely responsible for watching and guarding of his stores office, materials, plants, equipment etc.

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

4.5.3 **Accommodation**

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

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

4.5.4 **Co-ordination with other Agencies**

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

4.5.5 **Cleaning the site**

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

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

4.5.6 The Bidder shall ensure that installation and Commissioning of the warehouse on the land/space provided by IREL, within a stipulated period of Ten (10) months from the date of issue of work order.

4.5.7 All the activities related to the Works of this Agreement including the supply of items shall be shall be under periodical inspection of the representatives of IREL. IREL has the right to reject the materials / works not conforming to specifications, standards and quality conformance.

4.5.8 The employees of the Bidder, including any assignees, entrusted with the job of installation commissioning and handing over after final acceptance of the Warehouses shall be required to follow, but not limited to, the Industrial Safety & Health Rules issued by Ministry of Labour & Employment, GoI;

4.5.9 While undertaking Works for the Warehouses, the Bidder shall take all necessary precautions against any untoward incident, inside the Site beside the area, earmarked for installation of the Warehouses, and shall indemnify IREL for any accident, loss or damage to the property of IREL or any third party due to negligence of the Bidder and /or its representatives;

4.5.10 The Bidder shall adhere to the Implementation Plan as submitted and shall ensure no delay in commissioning the warehouses due to any reason whatsoever, other than Force Majeure and subject to IREL fulfilling its obligations under this Agreement;

4.5.11 For any delay in the Commissioning of the Warehouse, the Bidder shall compensate IREL for all actual losses and damages suffered by IREL due to such delay.

4.5.12 The Bidder shall not be the owner of the aforesaid civil structures, building, warehouse and land during the Agreement period;

4.5.13 The Bidder shall ensure compliance with all statutory provisions of the State Government, Central Government, and local authorities, including labour and industrial laws, for the installation of the Warehouse and the engagement of labour. In no case shall the employees or workers engaged by the Bidder, whether directly or indirectly, be considered employees of

IREL. The Bidder shall indemnify and hold IREL harmless against any claims, demands, or liabilities made by any authority or third party arising out of any violation of these provisions by the Bidder or its representatives.

4.5.14 The Bidder shall take all necessary steps for obtaining Certificate under the provisions of the Agreement, Labour (Regulation & Abolition) Act, 1970 and the rules made there under for engaging any contractor and contract labours and comply with all provisions of the said act and the rules;

4.5.15 The Bidder shall have strict compliance of all Safety provisions / norms at Site as per details given in Appendix- 7 (**Safety Instructions, Permit Requirements & Safe Work Procedure (SOP).**

4.5.16 The Bidder shall ensure all the environmental norms and regulation under the relevant authorities & same to be followed for the project.

4.6 Obligations of IREL

4.6.1 Unless otherwise specified in the Agreement, IREL shall:

a. provide the Bidder and its Personnel with work permits and such other documents as may be necessary to enable the Bidders, documents as may be necessary to enable the Bidder, or its Personnel to perform the services;

4.6.2 **Access to land and property**

IREL warrants that the Bidder shall have, free of charge, unimpeded access to the Site of the Project in respect of which access is required for the performance of Works;

4.6.3 **Payment**

In consideration of the Works performed by the Bidder under this Agreement, IREL shall make to the Bidder such undisputed payments and in such manner as is provided in Article 6 of this Agreement.

Appendix

Appendix 1

Letter comprising the Bid

Dated:

To:

Subject: Bid for----------project

Dear Sir,
With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
All information provided in the Bid and in the Appendices is true and correct.
This statement is made for the express purpose of qualifying as a Bidder for the development and construction of the aforesaid Project.
I/ We shall make available to IREL any additional information it may find necessary or require to supplement or authenticate the Bid.
I/ We acknowledge the right of IREL to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
We certify that in the last three years, we have never failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
I/ We declare that:
I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by IREL.
I/ We do not have any conflict of interest in accordance with the RFP document.
I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with IREL or any other public sector enterprise or any Government, Central or State; and
I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 2.15 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
I/ We believe that I/we satisfy the Eligibility requirements as specified in Clause 2.3 of the RFP document and are/ is qualified to submit a Bid.
I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any bidder of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.

I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of ineligibility in terms of the provision of the RFP, we shall intimate IREL of the same immediately.

I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, I/We shall inform IREL forthwith along with all relevant particulars and IREL may, in its sole discretion, disqualify us or withdraw the Letter of Intent, as the case may be.

I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement but prior to Commencement Date of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without IREL being liable to us in any manner whatsoever.

I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by IREL in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

I/We have studied all the Bidding Documents carefully and also surveyed the Project. We understand that except to the extent as expressly set-forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by IREL or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Project.

The Price Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Bid.

I/We offer a Bid Security of Rs. (Rupees _____ only) to IREL in accordance with the RFP Document.

The Bid Security in the form of a Bank Guarantee (strike out whichever is not applicable) is attached.

I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened.

I/We hereby submit our Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

I/We agree to keep this Bid valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Name and seal of Bidder

Date:

Place:

Annex-I to Appendix-1 – Particulars of Bidder

Particulars of the Bidder

S. No.	Particulars	Details
1.	Name of Bidder's entity	
2.	Country of origin	
3.	Legal Status	
4.	Registration number of the Company (under relevant Act of the Country)	
5.	a) Postal address of the Registered office b) Telephone no.(s) c) Fax no(s) d) Web Site, e-mail, if any e) Address of Regional / Local Office, if any	
6.	Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project	
7.	a) Name of the authorized representative b) Designation c) Postal address d) Telephone no.(s) e) Fax no(s) f) E-mail	
8.	Permanent Account No. (PAN), if applicable	
9.	GSTIN number in India, if applicable	
10.	Whether the Bidder is from the country where as a matter of law or official regulations, the commercial relation with India is prohibited	
11.	Any other information	

12. The following information shall also be provided for the Bidder:

Name of Bidder:

S. No.	Criteria	Yes	No
1	Has the Bidder been barred by the Central/ State Government/ Public Sector Undertaking (PSUs), or any entity controlled by it, from participating in any project (EPC or otherwise)?		
2	If the answer to 1 is yes, does the bar subsist as on the Bid Due Date?		

Signature of Authorized Signatory with seal

Name, Designation, Date, Place

Annex-II to Appendix-1 – Technical Capacity of Bidder

Details of project for Technical Eligibility

Name of Project:

Name of Bidder:

Title/Name of project		Documentary Proof for verification
Assignment Name:		
Country:		
Location within Country:		
Type of project, capacity, technology and process details		
Name of Client:		
Address of the Client:		
Date of commencement of the Project/ contract		
Date of completion/ commissioning of the project		
Details of commercial operation of the project with present status:		
If not operational due to reasons such as mining issues/ Regulatory issues/ environment clearance, etc., documentary evidence/ certificate to the effect to be provided		

Signature of Authorized Signatory with seal

Name, Designation, Date, Place

Notes:

1. Use separate sheet for each Project.
2. The Applicant may attach proofs on separate sheets as mentioned in the RFP.

Mention the supporting document such as LOA/ Work Order/ Completion Certificate indicating scope of work and other details as indicated in the RFP. Kindly indicate the page reference nos. for easy Identification / traceability.

Format for Certificate from practicing chartered accountant for Eligibility projects

Certificate from the practicing chartered accountant

Based on its books of accounts and other published information authenticated by it, this is to certify that …….. (name of the Bidder/ Associate) was engaged by …….. (title of project company) for.....(name of project).

The total fees received by the Bidder for the projects is ……

We further certify that the project was completed on …….. (date). The operations of the project commenced on …….. (date) and the project has been operational for a period of …….. (years) from ……. (date) to …….. (date) prior to the Bid Due Date of the said RFP.

Name of the audit firm:

Seal of the audit firm:

Date:

License/registration no:

UDIN:

(Signature, name, designation of the authorized signatory of the audit firm)

Annex-III to Appendix-1 – Financial Capacity of Bidder

Financial Capacity of the Bidder

Name of Bidder:

Net-worth of the Bidder

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

Turnover of the Bidder

Turnover of the Bidder	In figures	In words
FY 2023-24		
FY 2024-25		
FY 2025-26		
Average		

Signature of Authorised Signatory with seal

Name, Designation, Date, Place

Note:
The Bidders will provide all necessary documents in support of the financial strength including audited financial statements and certificate from practicing chartered accountant.
For the purpose of conversion of foreign currency, the provisions of Clause 2.4.10 of the RFP will prevail.

Annex-IV to Appendix-1 – Statement of Legal Capacity

Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant)

Ref.

Date.

To,

……

……

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that..... (insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of……..

$ Please strike out whichever is not applicable

Appendix 2 – FORMAT OF BANK GUARANTEE FOR BID SECURITY

Bank Guarantee for Bid Security

B.G. No. Dated

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

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

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

We _____Bank further agree with IREL that IREL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the RFP and/or terms and conditions governing the Agreement or to extend the time of validity of the Bid from the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by IREL against the said tenderer and to forbear or enforce any of the terms and conditions of the RFP and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted to the said Bidder or for any forbearance, act or omission on the part of IREL or any indulgence by IREL to the said Bidder or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us.

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

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

Dated the _____day of _____2026

_____Bank

(Signature with name in Block letters with designation,

Attorney as per power of Attorney No.___dt. ___)

Bank's Common seal

Appendix 3 – FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID

Power of Attorney for signing of Bid

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

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

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

For_____

(Signature)

(Name, Title and Address)

Witnesses:

1.

2.

Accepted [Notarised]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

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

Appendix 4 – FORMAT FOR SECRECY AGREEMENT

Secrecy Agreement to be executed on a Non-Judiciary Stamp paper of Rs.200/- (Rupees Two Hundred only).

SECRECY AGREEMENT

THIS AGREEMENT, made and entered into this ____th day of, 20- - by and between IREL (INDIA) LIMITED., a company incorporated under Indian Companies Act having its registered office at Plot No.1207, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 028, India (hereinafter called "IREL") on one part and_____ , a company duly incorporated under……., with its registered office……. (hereinafter called _____) includes its successors and permitted assigns, on the other part.

WITNESSETH:

WHEREAS:

WHEREAS, IREL intends to carry out construction of PEB Warehouse for Ilmenite Storage at the Autopool Section of its OSCOM Unit in Odisha,.

WHEREAS, _____[Bidder] had participated in the RFP and now will be providing EPC services to IREL for construction of PEB Warehouse for Ilmenite Storage at the Autopool Section of its OSCOM Unit in Odisha.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:
The term "Confidential Information" means:
All details supplied by IREL on technical, commercial and other information and data on the Process.
All details supplied by IREL on technical, commercial and other information and data relating to the products.
Each party hereto shall keep secret and confidential any and all confidential information it receives from any other party or parties hereto under this Agreement, and shall not use such Confidential Information for any purposes except for the said tender purpose hereunder. The obligations under this Article shall not apply to any information or data that:
at the time of its disclosure hereunder is in the public domain,
after disclosure hereunder becomes part of the public domain by publication or otherwise through no fault of the party to whom such information or data is disclosed hereunder ("Receiving party") (but only after it is published or otherwise becomes part of the public domain),
the Receiving Party can show in its possession at the time of disclosure hereunder and which the Receiving party, without breach or any obligation is free to disclose to others, or
was received by the Receiving Party after the time of disclosure by a party hereto ("Disclosing Party") hereunder from a third party who did not acquire it, directly or indirectly, from the Disclosing Party under an obligation of confidence and which the Receiving party, without breach of any obligation, is free to disclose to others.

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

The Receiving Party shall limit the access to the Confidential Information received hereunder to its directors, officers and employees, who (i) need to have access with such Confidential Information, (ii) have been informed of the confidential nature thereof and (iii) have agreed to undertake the obligations of non-disclosure and non-use of such Confidential Information.

Upon request of IREL, (name of the party) shall, free of charge, promptly return to IREL all the Confidential information received from IREL hereunder.

Each party hereto shall not, without the other party's prior express written consents, disclose or allow the disclosure of the existence of this Agreement.

It is mutually understood and agreed that no license or other rights are granted to any party hereto under this Agreement, by implication or otherwise, for any of the patents or patents applications of any other party hereto or as to any information and data disclosed by any other party or parties hereto under this Agreement.

None of the parties may assign its rights or obligations hereunder without the prior written consent of the other parties.

The obligation of non-disclosure and non-use of the Confidential information under this Agreement shall remain in effect for five (5) years after the date hereof and shall terminate upon lapse of said five (5) years.

This Agreement shall be governed by and construed in accordance with Indian laws.

Each party hereto acknowledges and agrees that monetary damages for any breach or threat of breach of this Agreement are inadequate. Each party hereto shall, therefore, be entitled to seek and obtain temporary and injunctive relief for any breach or threat of breach of this Agreement relating to its Confidential Information, in addition to any other remedy.

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

1. For_____

(Name)

Designation

Witness:

1. (Name)

Designation

2. (Name)

Designation

2. For IREL (India) Limited.

(Name)

Designation

Witness:

1. (Name)

Designation

2. (Name)

Designation

Appendix 5 – SITE VISIT REQUEST FORM

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

SITE VISIT REQUEST FORM

I/We ..... (Bidder or Associate members name) wish to participate in the RFP for selection of an EPC Bidder to execute the Turnkey Construction of PEB Warehouse for Ilmenite Storage at the Autopool Section of its OSCOM Unit in Odisha. For the same, as prescribed in the said RFP document, I/We propose following team member(s):

Name, Designation and Company of the Team Leader
Name, Designation and Company of the Team Member
Name, Designation and Company of the Team Member
Name, Designation and Company of the Team Member

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

Seal of the Company:

Signature of the Bidder:

Name:

Designation:

Note:

Maximum four (4) member team can be proposed for site visit from a Bidding entity.
In case Team Leader and/ or Team Member are not nationals of India, the Bidder shall submit details of such member (proposed for Site Visit) as per Annex-1 of Appendix-5 along with this Site Visit Request Form.
The Request form for site visit of foreign officials shall be submitted at least fifteen (15) days before the scheduled site visit date.
Only formal written requests, duly received by IREL within the specified time shall be considered.
IREL reserves the right to alter or change the date of the Site Visit
IREL shall not be liable to reimburse to any Bidder any costs/expenses incurred by its team member(s) in connection with any such alteration in date or time, or withdrawal of request.

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

Appendix 6 – FORMAT FOR SITE VISIT CERTIFICATE

DECLARATION OF SITE VISIT

(To be submitted along with the Bid)

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

Seal of the Company:

Seal of IREL:

Signature of the Bidder:

Name:

Designation:

Signature of IREL OIC Person (Marketing Dept.)

Name:

Designation:

Signature of IREL Technical Person (Civil dept)

Name:

Designation:

Signature of IREL Security Person:

Name:

Designation:

Note: The Bidder shall carry a signed and stamped print out in duplicate of this Site Visit Declaration on Company letter head. The same shall be attested and signed by accompanying Representative of Marketing department, Technical Person/EIC (Civil Department) and Security Person of IREL during site visit.

Appendix 7 – SAFETY INSTRUCTIONS, PERMIT REQUIREMENTS & SAFE WORK PROCEDURE (SOP)

Project: Construction of Warehouse for Ilmenite Storage near Autopool Section

1. Purpose and application

This document sets minimum safety controls for site preparation, demolition of existing RCC pavement/machinery bases, excavation and foundations, reinforcement/formwork/concreting, retaining-wall construction, steel fabrication/coating, lifting and PEB erection, roof/wall sheeting, electrical installation, drainage, testing and commissioning. It applies to the EPC contractor, subcontractors, suppliers, operators, visitors and all persons entering the work area.

RFP basis: The project is an approximately 85 m × 35 m PEB warehouse with about 10 m clear height, a 3 m RCC retaining wall, an elevated floor, heavy dumper movement, steel erection by cranes, roof/wall cladding, high-bay lighting, distribution boards, lightning protection and earthing. The work site is within the active Autopool section and near plant traffic corridors/utility routes.

2. Mandatory EPC Bidder submissions before mobilization of works

- Project-specific HSE Plan, activity-wise Job Safety Analysis (JSA)/Risk Assessment and Civil Mitigation Plan, including demolition, excavation, lifting, work at height, roofing, electrical work and emergency response.
- Construction execution sequence, approved Good-for-Construction (GFC) drawings, IIT/NIT-vetted structural/foundation designs, erection methodology, lifting plans and temporary stability/bracing plan.
- Site layout showing work boundaries, access/egress, crane positions, material laydown, pedestrian routes, dumper routes, emergency access, first-aid point, fire points and muster point.
- Manpower list, supervisor and competent-person appointments, safety officer/supervisor details, operator/rigger/slinger/electrician competency records, and induction/toolbox-talk records.
- Valid fitness/inspection certificates for cranes, lifting accessories, MEWPs/scaffolds, welding sets, electrical tools and other relevant equipment; daily pre-use checklists.
- Insurance and statutory documents as required by contract and applicable law; worker identification and required employment/competency records.
- Rescue plan for work at height and suspended-worker recovery; emergency contact list and arrangements for first aid, ambulance access and fire response.
- Inspection and test plan, material certificates, concrete testing arrangements and structural stability/temporary works inspection records.

3. Safety Work Permits / Authorizations

Obtain the permit/clearance required under the current IREL-OSCOM Permit-to-Work (PTW) system before starting the activity. The exact permit names, signatories and validity shall follow the current OSCOM procedure.

Permit / clearance	When required / minimum controls
General Work Permit / site work authorization	All construction work as required by OSCOM PTW rules; confirm boundaries, interfaces and conditions.
Work-at-Height Permit	Roof work, steel erection, work from MEWP/scaffold, or any exposed edge/opening where fall risk exists. Include rescue plan and anchor/lifeline verification.
Hot Work Permit	Welding, gas cutting, grinding, brazing or any spark/flame-producing activity. Remove combustibles; provide fire watch and suitable extinguishers.
Electrical Work Permit	Electrical installation, testing, work on panels/cables, or work near energized systems. Prove dead, lock/tag, discharge and earth as applicable.
Excavation / Ground-Breaking Permit	Foundation pits, trenches, breaking existing slabs and any digging that may affect buried cables, waterlines or earthing grids. Require utility clearance and trial pits as needed.
Lifting / Critical Lift authorization	Crane lifts and especially tandem, blind, heavy, near-live-plant or high-risk lifts. Approved lift plan, crane setup and exclusion zone required.
Confined-space entry permit, if applicable	Only if a task meets the site definition of confined space; gas testing, isolation, attendant and rescue provisions required.
Painting / blasting / chemical handling authorization, if required	For abrasive blasting, epoxy coating, solvent use or other controlled chemical activities under site rules.

4. Minimum PPE matrix

Task	Minimum PPE (subject to JSA/SDS and site rules)
All personnel	ISI-marked safety helmet with chin strap where required, safety shoes, high-visibility vest, suitable work clothing, safety glasses.
Concrete breaking / drilling / cutting	Impact-rated eye/face protection, hearing protection, suitable gloves, safety footwear; task-appropriate respiratory protection based on dust assessment.
Rebar / formwork / handling steel	Cut-resistant gloves, safety glasses, safety shoes; sleeves and clothing suited to sharp edges and pinch points.
Welding / gas cutting / grinding	Welding helmet with correct filter, safety spectacles underneath as appropriate, leather gloves/apron/sleeves, safety shoes, hearing protection; suitable respiratory protection where required. Fire-resistant clothing.
Work at height / roof / steel erection	Full-body harness with compatible double lanyard or SRL, 100% tie-off to approved anchorage/lifeline; chin-strap helmet, non-slip footwear, gloves. PPE is secondary to collective fall protection.

Painting / epoxy / abrasive blasting	Chemical-resistant gloves and coveralls, goggles/face shield, appropriate respirator selected from SDS/exposure assessment; blasting hood/air supply where required.
Electrical work	Voltage-rated gloves and arc-rated PPE where risk assessment requires; insulated tools, eye/face protection. Only authorised competent electricians.
Dusty work / Ilmenite handling / housekeeping	Respiratory protection selected after exposure assessment, sealed eye protection where dust can enter eyes, gloves and coveralls.

5. Contractor-provided safety equipment, consumables and facilities

The contractor shall provide, maintain, inspect and replace the following at its own cost as part of safe execution, unless the contract expressly allocates an item otherwise:

- Certified full-body harnesses; double-leg shock-absorbing lanyards and/or self-retracting lifelines (SRLs); vertical/horizontal lifelines; certified anchorage connectors; rope grabs; rescue kit and rescue-rated lowering device. Ensure compatibility and inspection/traceability.
- Collective fall protection: guardrails with top/mid rails and toe boards; secured covers for openings; properly designed and anchored safety nets with adequate clearance and inspected anchorage; edge-protection systems. Nets do not replace harnesses where the risk assessment requires both.
- Certified scaffolds, access ladders, stair towers, mobile elevating work platforms (MEWPs) where suitable, scaffold tags, base plates, sole boards, outriggers and access gates. No makeshift platforms.
- Crane and rigging accessories: certified slings, shackles, hooks with safety latches, spreader beams, tag lines, lifting beams, edge protectors, dunnage, outrigger mats/steel plates, barricades and warning signs.
- Barricading: rigid barriers, cones, danger tape where appropriate, warning boards, reflective markers, flashing lamps, traffic-control signs and banksman/rigger identification.
- Electrical safety: lockout/tagout locks and tags, hasps, voltage detector/tester, insulated tools, temporary distribution boards with suitable protection (RCCB/ELCB as designed), cable ramps, earthing leads, cable hangers and weatherproof connectors.
- Fire prevention: suitable inspected fire extinguishers for hot-work locations, fire blankets, welding screens, spark containment, fire-watch equipment and safe gas-cylinder trolleys/caps/flashback arrestors.
- First aid box, eye-wash provision where chemicals are used, drinking water, shade/rest arrangements, emergency communication, rescue equipment and spill kits as dictated by risk assessment.
- Dust suppression/water spray, debris chutes or controlled debris handling, industrial vacuum/cleaning equipment where appropriate, waste skips, spill trays and housekeeping tools.
- PPE for all personnel and visitors; replacement of damaged PPE; respiratory cartridges/filters, welding consumables, ear plugs, gloves and other consumables needed to sustain safe work.
- Temporary lighting and safe temporary power/water distribution from designated supply points, including safe routing, protection from vehicles/water and routine inspection.

- Weather monitoring method (anemometer or reliable site readings), radios/hand signals, calibrated gas detector if any confined-space/atmospheric risk is identified, and suitable emergency signage.

6. General site safety rules

- Conduct site induction before access; only authorised persons may enter. Hold a documented pre-start briefing/toolbox talk for each shift and after changes in scope or conditions.
- Keep the construction footprint physically separated from live Autopool operations, Central Stores boundary, utilities and active vehicle routes. Use an approved traffic management plan and banksmen for reversing/lifting operations.
- Complete a total-station boundary/coordinate survey and locate underground services before excavation or slab breaking. Obtain ground-breaking clearance; mark utilities and protect earthing grids/cables/waterlines.
- No work without approved drawings/method statement, JSA, competent supervision, required permit and required controls in place.
- Inspect tools, plant, lifting accessories, access equipment and PPE before use. Remove defective equipment from service and identify it against reuse.
- Maintain clear access, housekeeping, safe stacking, secured gas cylinders and unobstructed emergency routes. Remove nails, sharp scrap, offcuts and loose roof fasteners promptly.
- No unauthorized person beneath suspended loads, inside crane slew radius, below roof work or within demolition/excavation exclusion zones. Never pass loads over people or operating assets.
- Stop work for lightning, heavy rain, poor visibility, unsafe wind, unstable ground, loss of communications or any condition outside the approved method/permit. Resume only after reassessment and reauthorization.
- No person shall work alone at height, conduct unauthorised electrical work, remove a guardrail/cover without an approved alternative, or use a crane to lift people unless specifically designed and authorised under applicable rules.
- Report all injuries, near misses, unsafe conditions, utility damage and equipment defects immediately. Preserve the scene where required and implement corrective actions before restarting.

7. Activity-wise safety instructions

7.1 Site survey, mobilization and traffic control

- Obtain site handover and define approved limits. Conduct joint walkdown with IREL Civil/Marketing, Safety & Training, Electrical and operating department representatives.
- Mark boundaries, buried utilities, emergency routes, pedestrian walkways, material laydown and crane setup zones. Do not encroach on active plant roads or utility corridors.
- Use trained flagmen/banksmen, speed limits, reversing alarms and wheel chocks where appropriate. Separate pedestrians from dumper/loader movements.

7.2 Demolition and breaking of existing RCC slabs / machinery bases

- Prepare a demolition sequence and stability assessment; identify embedded services and isolate affected utilities. Use controlled mechanical breaking; do not undermine adjacent structures or operate beyond equipment limits.
- Provide a barricaded exclusion zone, dust suppression, eye/face/hearing protection and suitable respiratory protection. Control flying fragments and falling debris.
- Use inspected excavators/hydraulic breakers operated by authorised operators. No person shall stand within the swing radius or beneath suspended/broken slabs. Segregate and remove debris safely.

7.3 Excavation, foundation pits, pile driving and trenches

- Obtain ground-breaking permit and utility clearance. Use trial pits or other approved verification before machine excavation near suspected services.
- Provide safe access/egress, barriers, warning lights and protection against falls. Assess soil and groundwater; shore, slope or bench excavations as designed by a competent person. Do not enter unsupported or waterlogged excavations.
- Keep spoil, equipment and vehicles away from edges by a safe distance determined by the competent person. Inspect excavations daily and after rain, vibration or changed conditions. Stop if services are exposed or damaged.

7.4 Rebar, formwork, scaffolding and concreting

- Check formwork/falsework design, supports, ties, bracing and inspection approval before loading or pouring. Do not modify supports without approval.
- Cap or otherwise protect protruding rebar; use gloves and safe manual-handling techniques. Use mechanical lifting for heavy cages/forms.
- Keep people clear of concrete pump boom and suspended buckets. Secure pump lines and inspect couplings. Protect against cement burns; provide washing water and prompt removal of contaminated clothing.
- Provide guarded platforms and safe access for wall formwork. Do not climb reinforcement or formwork.

7.5 Steel unloading, storage, fabrication and coating

- Unload on firm, level ground using an approved lifting plan. Use stable dunnage, chocks and separated stacks; prevent rolling/sliding and keep access aisles clear.
- Use gloves and edge protection when handling steel. Secure long members against rotation and wind. Do not stand between a load and a fixed object.
- Welding/cutting/grinding requires hot-work permit, screens, fire watch, cylinder segregation, flashback arrestors and suitable extinguishers. Secure cylinders upright and away from heat.
- For blasting/epoxy coating, follow SDS, control dust/fumes, provide ventilation, prevent overspray/spills and collect waste. No discharge to drains or soil.

7.6 Crane lifting and PEB structural erection

- Use only inspected/certified cranes and lifting accessories with competent operators, riggers and signalers. Confirm ground bearing capacity, outrigger mats, crane level, load chart, radius, boom configuration and overhead/underground hazards.
- Prepare a lift plan showing load weight/centre of gravity, rigging arrangement, crane location, wind limits, communication method and exclusion zone. Trial lift a small distance to verify balance and rigging.
- Erect columns/portal frames only in the engineered sequence. Provide temporary bracing/guying and secure each frame before releasing the crane. Do not rely on incomplete bolting or unbraced frames for stability.
- Use tag lines where safe and practical; never wrap a tag line around a hand/body. Do not stand beneath suspended steel or between a swinging load and structure.
- Stop lifts when wind exceeds the crane/manufacturer or approved lift-plan limit, during lightning, poor visibility or loss of communication. Roof sheets and long members act as sails; use conservative task-specific limits.

7.7 Work at height, roof sheeting and translucent panels

- Prioritise work from ground, MEWP or fully guarded platforms. Provide designed access, edge protection, covered openings and suitable safety nets where feasible.
- Use a full-body harness connected to a verified anchorage/lifeline whenever required by the risk assessment. Maintain 100% tie-off during transitions. Do not anchor to purlins, sheeting, handrails or unverified members.
- Use roof walkways/crawl boards designed to spread load and approved access routes. Treat translucent daylight panels and unfinished roof sheets as fragile; never step directly on them.
- Secure tools and fasteners against falling; establish an exclusion zone below and use toe boards/tool lanyards. Do not throw materials from height.
- Plan a practical rescue method and ensure trained rescuers and equipment are immediately available. A suspended worker must not be left awaiting external help.

7.8 Electrical installation, lighting, earthing and lightning protection

- Only authorised competent electricians may work on electrical systems. Isolate the supply, lock and tag, test for absence of voltage and apply earthing where required before work.
- Use properly rated tools, insulated connectors, protected temporary distribution boards and mechanically protected cables. Keep joints out of water and protect cables from vehicles and sharp edges.
- Do not energise the MDB, high-bay lighting, fans or outlets until inspection, continuity/insulation/earthing tests and required clearances are completed. Fit covers and labels.
- Coordinate work near existing plant circuits/earthing grids with IREL Electrical. Verify earth continuity and test results before commissioning.

7.9 Door installation, ventilation fans and final testing

- Use planned lifting and guarding for large doors/fans. Isolate power and secure moving parts before installation or adjustment. Keep hands clear of pinch points.
- Before trial runs, confirm guards, fasteners, interlocks, earthing, cable protection, emergency stops (where provided) and exclusion zones. Notify affected personnel before energisation.
- Conduct testing only under an approved test/commissioning plan with a designated person in control. Remove temporary connections only after isolation and verification.

7.10 Housekeeping, dust, heat and weather

- Control dust by appropriate suppression and cleaning; do not dry sweep fine dust where this creates airborne exposure. Select respiratory protection from assessment and product/SDS information.
- Provide drinking water, rest breaks and shade as appropriate for hot/humid conditions. Monitor workers for heat stress and adjust work/rest cycles.
- Because the site is coastal and cyclone-prone, monitor official weather warnings and site wind readings. Secure sheets, loose steel, scaffolds, gas cylinders and temporary structures before adverse weather. Stop roof/lifting work during unsafe wind or lightning.

8. Safe Work Procedure (SOP) – mandatory sequence

Step 1 – Plan and authorise: Confirm scope, latest approved GFC drawings, method statement, JSA, permits, interfaces and emergency arrangements. Conduct a joint pre-start inspection.

Step 2 – Prepare the site: Induct workers; establish barricades, signage, traffic routes, first aid/fire points, material laydown and emergency access. Verify utilities and mark boundaries.

Step 3 – Inspect people and equipment: Check competency, fitness where required, PPE, tools, lifting gear, crane/scaffold/MEWP certificates and daily inspection records. Remove defective items.

Step 4 – Brief the crew: Explain task sequence, hazards, controls, hand signals/radio protocol, stop-work triggers, weather limits, muster point and rescue method. Record attendance.

Step 5 – Verify controls at point of work: Permit issuer/area owner and contractor supervisor verify isolation, ground conditions, barricades, fall protection, lifting zone, fire controls and utilities before release.

Step 6 – Execute in approved sequence: Work only within permit limits and approved method. Maintain supervision, housekeeping, communication and exclusion zones. Do not improvise structural or temporary works.

Step 7 – Monitor and stop when unsafe: Supervisor continuously monitors conditions. Stop, make safe and reassess if scope, weather, personnel, equipment, plant status or site conditions change. Revalidate permits as required.

Step 8 – Inspect and close out: Inspect completed work; remove waste and temporary hazards; account for tools/personnel; restore guards and access. Close permits and return isolations only through authorized site process.

Step 9 – Record and learn: Report incidents/near misses, inspections, concrete and material test records, lifting records, toolbox talks and corrective actions. Update JSA/method statement when lessons or conditions change.

1. **Emergency response and rescue**

- Display OSCOM emergency numbers, site address/location, ambulance/fire response contact, contractor emergency contacts and muster point at site entry and work fronts.
- On alarm or emergency: stop work, make equipment safe only if safe to do so, raise alarm, evacuate by designated route and report to muster point for roll call. Do not re-enter until authorised.
- For a fall-arrest event, activate the preplanned rescue immediately using trained personnel and rescue equipment. Do not rely solely on an ambulance or fire service to perform a technical suspended-worker rescue.
- For electrical shock, isolate power before touching the casualty. For fire, raise alarm, evacuate and use an extinguisher only if trained and a safe escape route remains.
- For collapse, crane incident, excavation failure or suspected utility strike, isolate the area, prevent secondary entry, notify IREL and emergency responders, and do not restart until investigated and formally released.

2. **Inspection, records and hold points**

- Daily: toolbox talk, worksite inspection, PPE/tools, access and housekeeping, excavations, scaffold/MEWP, lifting gear and weather review.
- Before every lift: approved lift plan available, crane setup verified, load/rigging checked, operator/rigger roles assigned, exclusion zone clear and wind within approved limits.
- Before work at height: anchorage/lifeline certificate or verification, edge protection/net inspection, access inspection, harness check and rescue readiness confirmed.
- Before concrete pour: formwork/falsework and rebar inspection, access/guarding, pump line condition and approved pour sequence verified.
- Before energisation: electrical inspection and test results, earthing/continuity/insulation tests, panel protection and authorisation documented.
- Maintain permit register, JSA/toolbox attendance, training/competency records, equipment certificates, lifting register, scaffold tags, excavation inspection log, incident/near-miss log and corrective-action closure.
- Hold point: no erection of main frames until foundations, anchor bolts, concrete strength/release criteria and survey tolerances are verified and accepted by the responsible engineer.
- Hold point: no removal of temporary bracing or load application until the responsible structural engineer confirms stability and the approved erection sequence allows it.

3. **Stop-work criteria**
   - Permit missing, expired, suspended or inconsistent with actual task; JSA/toolbox talk not completed.

- Unknown or unisolated underground/overhead service; utility strike or unexpected cable/pipe found.
- Unprotected edge/opening, missing fall protection, unverified anchor point or unavailable rescue plan.
- Uncertified/defective lifting gear, crane instability, overload risk, people in lifting exclusion zone or failed communications.
- Unsafe wind, lightning, heavy rain, poor visibility, water ingress, unstable ground or cyclone warning affecting the task.
- Structural instability, missing temporary bracing, unauthorised change to design/method, or movement/cracking in formwork/excavation.
- Fire controls absent during hot work, gas leak, electrical exposure, unsafe temporary wiring, or missing isolation.
- Worker fatigue/heat illness, unsafe behaviour, serious near miss or any person raising a genuine safety concern.

Appendix 9 – FORMAT FOR UNDERTAKING BY THE BIDDER

Undertaking by the Bidder

Date:

To,

M/s. IREL (India) Limited, 1207,
V.S. Marg, Prabhadevi, Mumbai
400 028

I / We ..... am / are a Vendor / Customer of IREL (India) Limited (now onwards to be referred as Company). I / We

agree and undertake:

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

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

Signature……..

Name……..……..

Title……..

Name of the Company and Address (with Seal)……..

Appendix 10 – FORMAT FOR PRICE BID

Format for Price Bid

Name of Project: Design, Engineering, Procurement and Supervision of construction of PEB Warehouse for Ilmenite Storage.

Name of EPC Bidder:

A. Total Turnkey Construction cost inclusive of Civil, Electrical & PEB Works to be provided by the EPC Bidder.

Sl. No.	Description of Work	Billing Modality	Total Amount (₹)
1.0	**Turnkey Engineering, Procurement & Construction (EPC) Scope:** Complete design, statutory IIT/NIT engineering vetting, site preparation, all civil works including breaking, mechanical dismantling of old RCC slabs/anchor bases, excavation, load-bearing 3m RCC retaining wall construction, FFL raising, VDS flooring, primary/secondary structural steel supply, marine epoxy protection treatment, cyclonic roofing assembly, high-bay LED lighting grids, LT panels, perimeter concrete drainage channels, pre-execution coordinate surveys, testing, and commissioning of the **01 No. PEB Ilmenite Warehouse** at the Autopool Section, OSCOM. • Construction of ilmenite warehouse for storing 40,000T-45,000T ilmenite • Construction industrial PEB warehouse measuring approximately 85m (L) x 35m (B) with a minimum clear height of 10m from the Finished Floor Level (FFL) to store Ilmenite. The design features a 3-meter-high peripheral RCC internal retaining wall to contain and store the bulk Ilmenite. The warehouse will feature heavy- duty industrial RCC flooring raised by 2 feet to resist nearby water accumulation and flooding. The structure will be equipped with high-velocity cyclonic wind fastening, marine-grade epoxy anti- corrosive treatments, and a dedicated industrial illumination system for safe night-shift operations. Further, the warehouse shall have an industrial concrete flooring to sustain the heavy loose material and heavy moving dumpers.	**Lump-Sum Turnkey (LSTK)**	**[To be quoted strictly as a single, unified total price on the portal]**
A	**TOTAL BASE PRICE (Exclusive of GST)**	**Lump-Sum**	**[Portal Input]**
B	**Statutory Goods & Services Tax (GST) @ 18%**	**Statutory Tax**	**[Portal Calculation]**
C	**TOTAL ESTIMATED VALUE (Inclusive of GST)**	**LSTK Total**	**[Final Portal Figure]**

TENTATIVE BILL OF QUANTITIES

S.No	Item Description	Unit	Qty
All quoted unit rates across this entire Price Schedule must be comprehensive and fully inclusive of factory/market sourcing, seaworthy/coastal transit protection, transit insurance, freight, loading, unloading, double-handling, and all internal/external material transport to the site for turnkey execution, with no separate payment admissible under logistics or transportation.			
1	CIVIL WORKS: EARTH WORK		
1.1	Earthwork in excavation for foundations, trenches, and structures of all sizes and required depths, in all types of soil, for a lift up to 2.50 m. Item scope includes sorting, transport, and progressive backfilling/filling around sides of foundations and below plinth in layers not exceeding 20 cm in depth, breaking clods, watering, and rolling each layer with a 1-2 ton roller/compactor to achieve a minimum 95% Maximum Dry Density (MDD). Scope also includes leveling within the excavated area, final dressing to camber/slopes for roads, and filling ground depressions with approved excavated hard soil/sand (including removal of soft patches) at all levels, strictly in accordance with approved drawings and as per the instructions of the Engineer-in-Charge (EIC). Cost shall be fully inclusive of all internal lead/transport within site boundaries, disposal of surplus unserviceable earth, leveling, dressing, and necessary shoring/strutting. *Note: - Earth work depth shall be measured from new made up level (i.e., after dismantling RCC/PCC/Soiling/GSB/etc. and removal of debris).Area of excavation shall be area of PCC/RCC at ground level. Working space shall not be measured for payments. Required dewatering, if any shall be inclusive of rate quoted. No extra payment shall be made on these accounts at any case. Excavation will be measured with respect to new made up ground level after removing Black Cotton soil/Clay/debris, etc.*	Cum	1200
1.1.1	Extra for every additional lift of 1.5 m or part thereof beyond 2.0 m depth in all kinds of soil.	Cum	300
1.1.2	Construction of Drainage System around the periphery of the PEB Warehouse.	Sqm	240
1.1.3	Earth filling works	Cum	2975

1.1.4	Site Clearance works at site.	Lumpsum	1
2	CIVIL WORKS: CEMENT CONCRETE		
2.1	Providing and laying Plain Cement Concrete (PCC) of M7.5 grade in bases of column footings, below flooring, and wherever required, including the provisioning of necessary wooden planks, steel sections, or ply shuttering, all complete as per drawings. The concrete shall be mixed using a self-loading concrete mixer or mechanical batching plant, wherein Ready-Mix Concrete (RMC) formulated with fly ash is permitted exclusively for PCC applications, subject to the approval of the Engineer-in-Charge.	Cum	360
3	CIVIL WORKS: REINFORCED CEMENT CONCRETE		
	All reinforced cement concrete (RCC) works shall be executed using the cement that strictly conforms to IS: 1489 (Part 1) - Portland Pozzolana Cement (Fly ash based). The contractor should follow the certified design mix guidelines as per IS: 456:2000 to hit design strength ceilings.		
3.1	Providing and laying in position M25 grade of Reinforced Cement Concrete including admixtures and curing as per IS codes excluding the cost of centering, shuttering and reinforcement steel of buildings / structures		
a)	All works upto plinth level (0.00m level of Main shed to be treated as plinth level) including Footing, Raft, Machine Foundation, Columns/Pedestals, Walls, Trenches, Plinth beam, Plinth protection slab, etc. all in completeness.	Cum	403
b)	All works above plinth level to all heights (3.00 m RCC Wall level of Main shed to treated as plinth level) of buildings / structures includes Machine/Tank Foundation above Plinth level, Columns/Pedestals, Walls, Slab, beams and all Remaining work (except on metal decking slab).	Cum	1000
c)	Concrete on Metal decking slab at all heights	Lumpsum	1

3.2	Extra for using extra cement for higher grades of concrete (like M30, M35, M40, etc.) above M25, including cost of admixtures and other materials as required [Extra bag (50 Kg per bag) will be calculated by difference of cement consumption for M25 grade concrete and of cement consumption for other higher grades concrete - as per the approved design mix] Note: In case the lower grade concrete is used, the same shall be deducted proportionately. The cement to be used shall strictly conform to IS:1489 (Part -1)	Bag	250
3.3	Centering and shuttering with laminated ply board including strutting, propping etc. and removal of form (i.e. including the cost of de-shuttering and de-centering) of any shape for: (Shuttering to be designed by the bidder and schematic plan of shuttering should be provided one month before execution to the IREL Engineer in charge for Approval and should be as per IS code)		
(a)	For footing works, Machine Foundation, Mass Concreting with plate/ply shuttering.	Sqm	288
(b)	Upto plinth including Columns, Plinth beams, Walls, etc. all complete with exposed quality laminated ply shuttering	Sqm	1462
3.4	Extra for additional height in centering, shuttering where ever required with adequate bracing, propping etc. including cost of de-shuttering and decentring at all levels, over a height of 3.00 m for every additional height of 1 meter or part thereof in suspended floors, roofs, landings, beams and balconies (RCC Plan area to be measured and beam sides not to be considered). This is applicable where clear height of shuttering/ gap between bottom of concrete & Immediate base / support below concrete is more than 3.00 M. This item is not applicable for columns/Wall, etc.	Sq.M	200
4	**CIVIL WORKS: REINFORCEMENT STEEL**		

4.1	Reinforcement for R.C.C. work, including straightening, bending, binding, and placing in position complete. The scope includes submitting the BBS and Pour cards in advance before execution, as well as the cost of binding wire, cover blocks, etc. A Material Test Certificate (MTC) for steel must be submitted for each batch of reinforcement purchased. Grade shall be Fe550D. Deformed bars must conform to IS:1786.	M.T	95
5	CIVIL WORKS: MISCELLANEOUS		
5.1	Site overheads and establishment charges, fully inclusive of temporary labor accommodation, site offices, safety provisions, security arrangements, and administrative overheads. The scope also covers absolute compliance with all local statutory labor regulations throughout the construction period. The quoted lump-sum rate must cover all such establishment expenses, including the final dismantling and clean-up of the site upon handover.	Lumpsum	1
1	STRUCTURAL STEEL & PEB WORKS		
1.1	Design and supply of primary structural steel members conforming to IS: 2062, fabricated as per the approved and vetted drawings.	MT	88
1.2	Design and supply of secondary structural steel members conforming to IS:801 / IS:800, fabricated as per the approved and vetted drawings.	MT	45
1.3	Application of multi-coat Marine Grade Epoxy Painting system conforming strictly to ISO 12944 C5-M specifications for high-salinity corrosive environments. The scope includes required surface preparation, supply, and application of the complete anti-corrosive coating system to all designated structural steel surfaces as per the approved engineering drawings.	Sqm	2975

1.4	Supply and installation of high-tensile roof sheeting and side cladding panels. The scope includes providing all necessary statutory fasteners, lap sealants, and high-performance cyclonic washers to ensure absolute water-tightness and wind-uplift resistance.	Sqm	5888
1.5	Supply & Installation of Turbo Ventilator Fans to provide continuous building ventilation across the PEB Warehouse.	Nos.	22
1.6	Structural design and analysis of the entire warehouse infrastructure conforming strictly to IS:875 (Wind Loads) and IS:1893 (Seismic Design) criteria, including the submission of all calculations, analysis models, and detailed structural drawings for approval.	Lumpsum	1
1.7	Structural vetting charges for the complete technical review and independent engineering validation of the design and drawings by a mandatory third-party government institute, restricted strictly to an IIT or NIT. This is mandatory.	LS	1
1	Supply and installation of 200W UFO High Bay LED Light fixtures, including all necessary mounting brackets, accessories etc.	Nos	40
2	Supply and installation of 200W LED Flood light fixtures (outside warehouse), including mounting brackets, hardware, and all necessary connections etc.	Nos	8
3	Supply and installation of 3Cx2.5 sqmm FRLS PVC Insulated Stranded Copper Cable, including all necessary laying, termination, and connection works.	Mtr	1500
4	Supply and installation of 4Cx10 sqmm Multi Stranded Armoured Copper Cable, including all necessary laying, trenching/saddling, termination, and connection works.	Mtr	200
5	Supply and installation of 3.5Cx185 sqmm XLPE Aluminium armoured cable, including all necessary laying, terminations, and connection works.	Mtr	500

6	Supply and installation of LT distribution panel equipped with a 250A Main Incomer and 10 outgoing 32A feeders, including all necessary mounting, internal wiring, busbar connections, and termination works.	Nos	1
7	Supply and installation of a 4+18 way MCB box for the Lighting Distribution Board (LDB), including all necessary mounting, internal dressing, and connection works.	Nos	2
8	Supply and installation of MCB 1P, 6A C-Type, including all necessary mounting and connection works.	Nos	50
9	Supply and installation of MCB 4P, 32A C-Type, including all necessary mounting and connection works	Nos	3
10	Supply and installation of Industrial Socket with RCCB 32A, 1-phase, including all necessary mounting, enclosure fitting, and connection works.	Nos	4
11	Supply and installation of Perforated GI cable tray (1.6mm x 100mm, 3 mtr long), including all necessary couplers, hardware, support brackets, and fixing works.	Mtr	1000
12	Supply and installation of Earthing pit with 9 bags (1 bag - 25 kg) of chemical earthing powder and an approved pit cover, including all necessary excavation, chemical compounding, backfilling, and assembly works.	Nos	3
13	Supply and installation of 40 mm GI earth electrode (each 3.3 mtr long), including all necessary connections.	Nos	3
14	Supply and installation of 25 mm GI strip for earthing, including all necessary laying, clamping, jointing, and connection works.	mtr	200
15	Supply and installation of 4x4 junction box with connector, including all necessary mounting, entry sealing, and wiring connection works.	Nos.	48

Total Price with Taxes (in words):	

Signature and Seal of Bidder

Name

Designation

Date

Place

Notes:

1. The prices shall be quoted in Indian Rupees Only.
2. The prices shall be inclusive of all costs to be incurred by the bidder. Further, The Bidder will be responsible to complete the entire scope of work as brought out in the RFP and Agreement without any price addition. **Only the total amount quoted along with various taxes and levies in CPPportal will be considered for comparison between various bidders. Break up for detailing, if any, will not be considered for comparison.**
3. The price quoted shall remain firm during the execution period of the contract. No requests for change of price / escalation of prices will be allowed for whatsoever reasons.
4. In case the Price Bid is not as per the format and directions provided in the RFP, the same shall be termed as non-responsive and shall be liable for rejection by IREL and shall result in forfeiture of the Bid Security.
5. In case of difference in amount in words & figures, amount in words shall prevail.
6. In case any conditional Price Bid is submitted by the Bidder, IREL shall have the right to reject the Price Bid and forfeit the Bid Security.

7. The Fees and Taxes should be mentioned separately as indicated in the price bid structure. In case any amount towards tax is not mentioned, then the price quoted will be considered taking the fees inclusive of tax into consideration.

8. Post-Finalization BOQ Submission Rule:-
The individual item line metrics, volumes, and weights outlined anywhere in this baseline RFP represent strictly probable and tracking configurations. **The final, exact itemized Bill of Quantities (BOQ) with granular line-item quantity breakdowns shall be derived and submitted by the Selected Bidder only after the final engineering layouts, dynamic structural models, and foundation profiles are fully finalized by IREL and certified through the mandatory third-party IIT/NIT vetting process**. This detailed post-design BOQ will serve as the sole legal baseline for verifying physical work execution, tracking milestone progress, and processing progressive running account (RA) bill payments. Bidders assume all financial risks for volume variations between their initial quote and the frozen design.

9. Tentative Quantities & Extra Item Execution Mandate:
All individual material measurements, line-item metrics, weights, and volumes outlined anywhere in this baseline Bill of Quantities (BOQ) represent **strictly tentative and probable quantities**. **Bidders are explicitly notified that these quantities may increase or decrease to any extent, and any necessary extra items may be included during actual project execution based on site conditions.** The contractor shall be bound to execute all such altered volumes and extra items under the same contract framework.

The final, exact itemized BOQ quantities for structural execution will be formally derived, frozen, and issued to the Selected Bidder only after the final engineering layouts, structural designs, and foundation profiles are fully approved by IREL and certified through the mandatory third-party IIT/NIT vetting process. Bidders assume all operational risks for volume variations between their initial portal quote and the post-vetting design freeze, and progressive running account (RA) bill payments shall be processed strictly on the basis of this certified post-design BOQ.

Appendix 11 – NO DEVIATION CERTIFICATE

To,
IREL (India) Limited
OSCOM, Odisha

Sub: No Deviation Certificate for Tender No: xxxxxxxxxx

Name of Project: Turnkey Construction of PEB Warehouse for Ilmenite Storage at the Autopool Section OSCOM Unit, Odisha.

Dear Sir,

1. We hereby confirm that we have meticulously read, examined, and understood the entire Tender Document .
2. We hereby declare and confirm that we have no deviations, variations, exceptions, or exclusions from any of the terms, conditions, specifications, or clauses stipulated in the Tender Document.
3. We declare that our bid is in strict compliance with all the requirements of the tender.
4. We agree that if any deviation or conditional comment is found anywhere in our technical or commercial bid, whether implied or explicit, it shall be treated as null and void. IREL (India) Limited reserves the right to reject our bid summarily without any further reference to us.

Date: _____

Place: _____

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Company Seal / Stamp: _____

Appendix 12 – CHECK LIST

Check list for Submission of Bid:

S. No.	Details of Document	Remarks (Applicable/ Not applicable Attached/ Not attached) If not attached, reasons to be given.
Packet-I		
1	Letter comprising the Bid along with particulars of Bidder in Annex-I of Appendix-1	
2	Technical Capacity of the Bidder as per Annex-II of Appendix 1	
3	Financial Capacity of the Bidder as per Annex-III of Appendix 1	
4	Statement of Legal Capacity as per Annex- IV of Appendix 1	
5	Bid Security	
6	Power of Attorney(s) as per format given in Appendix 3 of RFP	
7	Site Visit Certificate as per format given in Appendix 6	
8	Certificate of Registration, Incorporation, along with Memorandum and Articles of association of the Bidders.	
9	All documentary proof for the above-mentioned Annexes as mentioned in the RFP	

10	Signed copy of Integrity Pact as per Appendix 8	
11	Undertaking as per Appendix 9	
12	Signed copy of RFP and draft Agreement including all addendum, corrigendum and clarification	
13	Techno-commercial Bid with all supporting documents as mentioned in the RFP	
14	Unpriced Price Bid (as per format in Appendix 10)	
15	No deviation Certificate (as per format in Appendix 11)	
16	Any other document/ data/ details to be submitted as mentioned in the RFP	
Packet-II		
1	Price Bid as per format in Appendix 10	

Appendix 13 – PROJECT DETAILS

INTRODUCTION

IREL intends to set up a PEB warehouse for Ilmenite storage at the Autopool Section of its OSCOM Unit in Odisha, the details of which are mentioned below:

Project Location

The proposed warehouse will be located at Orissa Sand Complex, Matikhalo village, Chatrapur taluk, Ganjam district, Orissa.

Plant Site Conditions



Location	**Matikhalo village, Chatrapur taluk, Ganjam district, Odisha** **Coordinates: 19°16′00″N 84°33′00″E** **Altitude : + 17 m above Mean Seal Level** **Terrain : Plain, seashore**
Climatic Conditions	**1.** Max. temperature : 45^0C **2.** Max. Of mean daily temperature : 32.2^0C **3.** Min. Of mean daily temperature : 16.6^0C **4.** Relative humidity (Max.) : 87% (May – June) **5.** Relative humidity (Min.) : 65% (Nov. – Dec.)
Wind speed	The general direction of the wind is from North in winter and from South – West in summer. 7 to 12 km /h during (Dec – Jan) 20 to 30 km/h (April – May) Maximum wind speed recorded between 1995 to 2013 was around **250 km/h** on 12.10.2013

Annual Mean rainfall	About 1000 mm (maximum during June to October)
Susceptibility to Earthquake	Falling under zone–II as defined in IS:1893. However, an increased horizontal seismic coefficient corresponding to Zone –IV shall be used for project execution purposes.
Railways	The main broad gauge line of East coast railways connecting Kolkata and Chennai passes at a distance of 7 km from the boundary of the plant site. The major railway stations Berhampur at a distance of about 22 km and Chatrapur at a distance of about 6 km. IREL has a private broad gauge railway siding extending from Chatrapur railway station to existing IREL plant site.
Sea ports	Kolkata port is at a distance of 550 km by road / rail. Fair weather Gopalpur port is at a distance of 1 km from plant site.
Airport	The nearest airport is at Bhubaneswar at a distance of 160 kms by road.
Road ways	NH-5 and NH-217 are connected at a distance of 5 km from plant site.

POWER & WATER

IREL shall provide power and water to the successful bidder at a single designated point for construction and testing purposes within the project site boundary. However, the selected bidder shall, at their own cost, design, install, operate, and maintain all necessary temporary infrastructure (cables, DG Sets, piping, pumps, storage tanks, adequate lighting) from the single point of supply to the final points of usage.

All temporary electrical and plumbing installations must comply with local safety regulations and statutory requirements. The Bidder shall take all necessary measures to optimize power and water usage, ensuring no wastage of power and water at the project site.

Upon completion of the work or termination of the contract, the selected bidder shall, at their own cost, remove all temporary installations and restore the connection point to its original condition.

MANPOWER

The Selected Bidder will deploy its required manpower up to handing over of the Ilmenite warehouse to IREL (India) Limited.

Appendix – 14 – Terms of Reference

1. Introduction

1.1 IREL intends to appoint an EPC bidder for construction of PEB Warehouse for Ilmenite Storage at the Autopool Section of its OSCOM Unit in Odisha. (The "**Project**"). The scope of work includes

Construction of ilmenite warehouse for storing 40,000T-45,000T ilmenite.

Construction industrial PEB warehouse measuring approximately 85m (L) x 35m (B) with a minimum clear height of 10m from the Finished Floor Level (FFL) to store Ilmenite. The design features a 3-meter-high peripheral RCC internal retaining wall to contain and store the bulk Ilmenite. The warehouse will feature heavy- duty industrial RCC flooring raised by 2 feet to resist nearby water accumulation and flooding. The structure will be equipped with high-velocity cyclonic wind fastening, marine-grade epoxy anti- corrosive treatments, and a dedicated industrial illumination system for safe night-shift operations. Further, the warehouse shall have an industrial concrete flooring to sustain the heavy loose material and heavy moving dumpers.

1.1.1 As part of this endeavour, IREL has decided to undertake the implementation and setup of the project through the CPP bidding process.

1.2 The role of Successful Bidder will include all the following activities, but will not be limited to:

1. Engineering, Design & IIT/NIT Vetting:-

- **Geotechnical & Structural Design:** NABL-accredited soil testing and engineering models built for seismic zones and coastal wind loads.
- **Mandatory Institutional Vetting:** Technical review, structural stability certification, and blueprint approval strictly from an IIT or NIT.
- **Deliverables:** Submission of certified test reports, Good-for-Construction (GFC) drawings, and Quality Assurance Plans (QAP) for technical clearance.

2. Civil Foundations & Retaining Structures:-

- **Earthworks & Base Flooring:** Footprint excavation over the existing cement floor, casting sub-structures, and laying a 2-foot elevated finished floor.
- **Bulk Material Retaining Wall:** Construction of an 85m × 35m × 3m RCC retaining wall engineered for lateral pressure of Ilmenite sand stacking up to a peak height of 8.0 metres.
- **Anchorage & Perimeter Drainage:** Precision casting of high-strength anchor bolts and construction of a continuous concrete storm water drain channel.

3. Steel Supply, Fabrication & Marine Coating:-

- **Material Procurement:** Raw steel sourcing from branded manufacturers (Tata, SAIL, JSW, or equivalent) for primary and secondary members.
- **Corrosion Treatment:** Blast cleaning and multi-coat epoxy painting conforming to ISO 12944 C5-M (Severe Coastal Marine) standards.
- **Cladding & Logistics:** Supply of high-tensile pre-painted sheets, cyclonic washers, and translucent daylight panels with complete site transit handling.

4. Mechanical Erection & Erection Facilities:-

- **Structural Assembly:** Rigging and erection of clear-span frames, portal components,

purlins, and cross-bracings using certified cranes.

- **Cladding & Door Installation:** Fixing roof/wall panels with specialized cyclonic fasteners and setting up an expansive dumper entry door.
- **Ventilation:** Supply and installation of high-capacity industrial ventilation fans for effective airflow and site dust control.

5. Electricals, Trial Runs & Final Handover:-

- **Power & Lighting:** Installation of a high-IP rated weatherproof Distribution Boards with appropriate circuit breakers, routing of armored XLPE insulated power cables, and installation of industrial high-bay LED lighting fixtures.
- **Protection Networks:** Setting up an IS/IEC-compliant lightning arrestor system and a maintenance-free chemical dual earthing network.
- **Handover:** System trial runs, site clearance, and final transfer of as-built drawings, material certificates, and vetting reports to IREL.

The intent of this Terms of Reference (ToR) is to furnish the required details for enabling the Bidder to submit their best offer within stipulated time frame as per Scope of Work as described in this Clause 2 .

2. Scope & Services of Work

2.1 The scope & services of work involves the erection of an industrial PEB warehouse measuring approximately 85m (L) × 35m (B) with a minimum clear height of 10 meters from the Finished Floor Level (FFL) to store quantity of approximate 40,000 to 45,000 MT of Ilmenite. The design features a 3-meter-high peripheral RCC internal retaining wall to contain and store the bulk Ilmenite. The warehouse will feature heavy-duty industrial RCC flooring raised by 2 feet to resist nearby water accumulation and flooding. The structure will be equipped with high-velocity cyclonic wind fastening, marine-grade epoxy anti-corrosive treatments, and a dedicated industrial illumination system for safe night-shift operations. Further, the warehouse shall have an industrial concrete flooring to sustain the heavy loose material and heavy moving dumpers.

The entire structural framework will be engineered using high-tensile steel conforming to the Indian Standard (IS) codes and National Building Code guidelines validated through strict vetting by an IIT or NIT to ensure absolute safety. Additionally, the roof layout incorporates integrated polycarbonate translucent daylight panels to maximize natural energy conservation during daytime warehouse operations. All necessary electrical works shall be carried out to support the facility's power and distribution needs.

2.2 The broad scope of the services to be executed by the successful bidder for the construction of the PEB Warehouse shall include, but not be limited to, the following:-

2.2.1. Pre-Execution, Engineering & Design Scope:-

- Geotechnical Investigation: Conduct a comprehensive soil testing and geotechnical investigation at the designated site via an NABL-accredited laboratory to establish Safe Bearing Capacity (SBC) and settlement limits required for structural design.
- Structural Engineering: Perform complete structural analysis and. The engineering model must factor in all dead loads, live loads, seismic loads (Earthquake Zone II as per IS 1893), and high-velocity coastal wind loads.
- Statutory Institutional Vetting: Submit all finalized structural design calculations, software analysis reports, and General Arrangement (GA) drawings to a premier Government Technical Institution of India (strictly limited to an IIT or NIT) for official vetting, stability certification, and approval.

- **Engineering Deliverables for Approval:** Prior to raw material procurement or fabrication, submit the following packages for IREL technical review:
  - Certified Geotechnical Investigation Report.
  - IIT/NIT vetted General Arrangement (GA) drawings, cross-sections, and structural framing plans.
  - Good for Construction (GFC) drawings, detailed fabrication blueprints, and connection node designs.
  - Comprehensive Bill of Quantities (BOQ), Quality Assurance Plans (QAP), and project milestone bar charts.
- **Structural Safety & Material Surcharge Compliance Thresholds**

  Bidders must ensure that their engineering layouts are verified and certified via **STAAD. Pro or SAP2000 structural modeling** to meet one of the following critical safety thresholds prior to drawing approval:
- **Option A (Retaining Surcharge Integration):** Structurally design and raise the peripheral RCC retaining wall height to completely contain the full vertical and lateral material surcharge pressure generated by the 8.0-meter stacked sand heap.
- **Option B (Material Setback Isolation):** Provide a detailed internal floor layout demonstrating a strict, mathematically safe setback clearance distance from the main columns to guarantee zero material contact with the non-load-bearing 0.50mm outer steel cladding sheets.

2.2.2 **Civil & Infrastructure Engineering Scope:-**

- **Site Preparation & Leveling:** Clear, excavate, and grade the designated footprint over the existing cemented floor area to match designed baseline coordinates.
- **Demolition & Clearance:** Complete mechanical breaking and dismantling of all existing RCC slabs, machinery bases, and boulder soling across the 85m × 35m site footprint, including localized subgrade clearing and safe internal disposal of debris.
- **Transit Access:** Design and construction of heavy-duty concrete approach ramps to bridge the 2-foot floor elevation for continuous moving dumper operations.
- **Site Integration:** Ensure all temporary or permanent structural ramp works are executed without encroaching upon or obstructing the active Autopool plant transit roads.
- **Sub-Structure Foundations:** Execute all excavation, Site Clearance, PCC, RCC layout, and backfilling operations for primary structural foundations (isolated footings, raft, or pile systems as mandated by the approved geotechnical report).
- **Load-Bearing Retaining Wall & Integrated Roofing Interface:** Bidders must explicitly design and construct the 3-meter-high peripheral RCC wall (3m from FFL) as a fully integrated, load-bearing retaining structure configured to structurally support the vertical and dead loads transmitted by the upper Pre-Engineered Building (PEB) structural roofing network, while simultaneously containerizing the heavy lateral sliding forces of the free-flowing mineral sand pile. The wall must include proper ductile detailing as per the latest versions of IS: 1893 ,IS:456:2000 and other relevant Indian standard code. Bidders are strictly responsible for ensuring that the upper 5.0 meters of the 8-meter sand heap sloughs naturally inward away from the building frame. Any layout allowing loose material to exert physical lateral force against the non-load-bearing 0.50mm outer steel cladding sheets located above the load-bearing concrete junction will result in immediate drawing rejection during vetting.

- **Elevated Finished Flooring (FFL):** Construct an elevated finished floor system raised by a minimum of 2 feet (0.6 meters) above the surrounding ground level with proper drainage system. Ensure proper civil bonding/modifications over the existing cement floor to eliminate regional water logging and moisture migration. The internal floor utilize Vacuum Dewatered Flooring (VDS) + Steel Fiber concrete slabs must continuously handle moving 30-tonne dumpers. Bidders must independently verify the underlying compaction data before pouring. Any cracking or floor settlement during the 1-year performance warranty period will be legally classified as an execution failure, bound for re-casting at the contractor's own expense.

- **Cement Specifications (Fly Ash Cement Allowed):** Cement used across all structural load-bearing civil and subgrade infrastructure works shall strictly conform to **IS: 1489 (Part 1)** – Portland Pozzolana Cement (Fly ash based). Fly ash cement **is fully allowed and permitted for all structural Reinforced Concrete (RCC) works** as well as Plain Concrete (PCC) bases, provided that the contractor strictly follows a controlled concrete design mix under the latest version of IS:456:2000 to meet design strength ceilings.
- **Reinforcement Steel : High-strength reinforcement steel bars for all subgrade footings and the 3m load-bearing retaining wall shall strictly consist of Fe 500D / Fe 550D Deformed bars conforming to IS:1786. Sourcing and procurement of structural reinforcement bars is strictly restricted to approved primary producers: RINL or TATA or SAIL.**

- **Anchor Bolt Placement:** Fabricate, align, and cast high-strength anchor bolts into the RCC foundations/peripheral walls with precision as per approved structural layouts.

- **Integrated Drainage Network:** Construct a drainage channel around the warehouse perimeter by using **Reinforced Cement Concrete (RCC)** with a minimum concrete strength of **M25 grade**. The channel must be built with a steady downward slope of at least **1:200** to ensure rainwater flows quickly without water logging. The contractor must connect this perimeter drain directly into the main plant storm water network for safe water disposal.

- **Site Layout Constraints & Mandatory Pre-Execution Coordinate Survey**
  Given that the proposed warehouse footprint sits within the active Autopool section and is directly bordered by the Central Stores compound wall and active plant corridors, strict boundary control is mandatory. Prior to the commencement of any excavation or site preparation works, the contractor shall be solely liable to perform a comprehensive, computerized total-station boundary alignment mapping. This pre-execution coordinate survey is required to establish exact baseline coordinates and strictly eliminate any structural encroachment onto active plant traffic lanes, utility corridors, or adjacent operational zones. If any active underground cabling networks, industrial waterlines, or plant earthing grids are punctured during excavation, the contractor must restore them immediately to their operational baseline at their own cost within 24 hours.

2.2.3 **Structural Steel Fabrication & Supply Scope:-**

- **Primary Structural Frame:** Procure raw steel from branded manufacturers (Tata, SAIL, JSW, RINL or equivalent) and fabricate primary built-up tapered frames, rafter configurations, and columns utilizing Hot rolled medium and high tensile structural steel conforming to IS:2062.

- **Secondary Members:** Fabricate cold-formed light gauge steel purlins, girts, sag rods, and tie systems conforming to IS 800/ IS 801.

- **Cladding & Fasteners**: Supply high-tensile pre-painted roof and wall cladding sheets, complete with specialized cyclonic washers, heavy-duty fastening systems, flashing, trims, ridge caps, and structural weatherproofing sealants to prevent wind-uplift during extreme coastal events. Bidders are strictly responsible for ensuring that the upper 5.0 meters of the 8-meter sand heap sloughs naturally inward away from the building frame. Any layout allowing loose material to exert physical lateral force against the non-load-bearing **0.50mm outer steel cladding sheets** will result in immediate drawing rejection during vetting.

- **Marine Corrosion Mitigation Treatment**: Blast clean all built-up primary and secondary structural steel parts and apply a premium high-build, multi-coat epoxy painting system. The painting procedure must strictly conform to ISO 12944 standards for C5-M (Severe Coastal Marine) environments.
- **Logistics & Material Handling**: Manage complete transportation, transit insurance, and delivery to the IREL OSCOM unit, unloading, safe storage, internal shifting of steel elements at the site and protection of all structural steel materials and accessories until final installation.

2.2.4 **Mechanical Erection & Installation Scope:-**

- **Primary Frame Assembly:** Erect the clear-span tapered columns, rafters, and main portal structures utilizing appropriate heavy-duty cranes, rigging tools, and safety certified machinery.

- **Secondary Framing Integration:** Rigidly secure all purlins, girts, cross-bracings, and portal ties to establish an immovable structural skeleton prior to sheeting.

- **Cladding Installation**: Install the roof and wall panels using specialized cyclonic fasteners engineered to withstand a peak design wind speed of ~180 km/h (with ±15% allowance for cyclonic variations).

- **Industrial Logistics Door**: Fabricate and make provisions to install a main sliding or rolling entry door system with an expansive clear opening suitable for free movements of heavy trucks/dumpers.

- **Ventilation Infrastructure:** Supply and install high-capacity industrial ventilation fans to ensure proper airflow and dust control.

- **Material Handling & Safety:** Execute erection activities in accordance with approved safety procedures, quality standards, and project specifications.

2.2.5 **Electrical Systems Engineering Scope:-**

- **Power Distribution Network:** Supply and install a weatherproof, dust-proof Main Distribution Board (MDB) with a high protective IP rating, outfitted with appropriate Air Circuit Breakers (ACBs) or Molded Case Circuit Breakers (MCCBs). Lay heavy-duty armored XLPE insulated aluminum/copper power cables from the IREL source point inside specialized perforated GI cable trays.

- **Industrial Lighting Layout:** Supply and install high-bay LED lighting fixtures suspended from PEB rafters to provide uniform illumination across the bulk storage floor. The bidder must submit a formal lumen calculation sheet and localized illumination plot.

- **Lightning Protection System:** Provide and install a lightning protection system for the PEB structure, including lightning arrestors, down conductors, and earthing arrangements, in accordance with applicable IS/IEC standards.

- **Equipment Earthing & Power Outlets:** Construct a chemical maintenance-free dual earthing network to ground all PEB steel columns, distribution panels, and auxiliary systems. Mount metal-clad industrial power sockets of suitable ratings with matching MCCB at designated maintenance bays.
- **Daylight Integration:** Provide translucent roof daylight panels to maximize natural lighting and reduce daytime energy consumption

2.2.6 **Commissioning & Handover of the Warehouse:-**

- **Commissioning:** Final commissioning shall include testing and, wherever required, trial runs of all installed systems and structures. The contractor shall ensure that all commissioning activities are completed in accordance with the Work Order requirements prior to handing over the facility.
- **Handover Documentation:** The contractor shall clean the site, demobilize all manpower, tools, equipment, and temporary facilities, and submit all required handover documents, including as-built drawings, structural stability certificates, material test certificates, and third-party vetting reports, prior to the final handover of the facility to IREL (India) Limited.

2.2.7 **General Tentative quantities Alignment:-**

Bidders are explicitly cautioned that the structural data shared in this tender framework represents a tentative engineering model. IREL reserves the right to increase or decrease the final quantities of civil, structural, and electrical works or introduce fresh extra items required for structural stability without any modification to the core contract conditions. The contractor must meticulously verify all quantities during their mandatory site visit and incorporate potential deviations entirely within their unified Lump-Sum Turnkey (LSTK) proposal.

3. Project Timeline:-

3.1. The entire scope of the project shall be completed within a strict timeline of ten **(10)** months from the date of issuance of work order.

4. Project Deliverables :

4.1. **General Submission Requirements:-**

4.1.1 The successful bidder shall submit five (5) sets of hard copies and one (1) soft copy in a high-capacity USB flash drive (Pen Drive) / CD of all final project reports, mitigation plans, detailed technical specifications of structural and civil materials, design basis reports, and engineering/architectural drawings to IREL (India) Limited. All the engineering, structural, and architectural drawings must be provided in both editable AutoCAD (.dwg) source format and PDF format.

4.2. **Submission Schedule of Deliverables:-**

4.2.1 In alignment with the Project Implementation & Milestones schedule, the successful bidder shall submit the following deliverables progressively over the 10-month project duration to IREL (India) Limited:

- Comprehensive Pre-Execution Soil Testing and Geotechnical Investigation Reports.
- Complete PEB Structural Designs, Foundation Designs, and Design Basis Reports (DBR) duly vetted and approved by a mandatory IIT/NIT authority.
- Detailed General Arrangement (GA) drawings, fabrication drawings, and erection schemes in editable AutoCAD (.dwg) and PDF formats.
- Risk Assessment and Civil Mitigation Plan for the execution phases.

- As-built structural and civil drawings for substructure excavation, pile driving, and foundation casts.
- Concrete hydration, curing, and cube-strength testing compliance logs as per IS: 456 standards.
- Material test certificates and application logs for the Marine-Grade Epoxy Anti-Corrosion Coating.
- Manufacturer test certificates for the PEB steel members, cladding sheets, fasteners, and insulation materials.
- Electrical lay down layout, earthing system layouts, and rain-water drainage drawings in editable AutoCAD (.dwg) and PDF formats.
- Final Project Completion Report, structural stability certificate, and final handover documentation.

5. Project Progress Reporting Requirements:

5.1 General Submission Requirements:-

The selected bidder shall submit a Fortnightly Report of the preceding weeks by Monday of the succeeding week to **IREL (India) Limited**. These reports shall include:

- Historical background of the Project.
- Brief description of actual versus planned progress using graphs or charts showing physical progress.
- Colour photographs showing completed work and ongoing construction activities.
- Item-wise detailed status of material procurement and statutory approvals.
- Problems encountered, resolutions, comments on quality of work, and performance.

5.2. Delay Assessment and Mitigation:-

The fortnightly report must contain a section dedicated entirely to assessing the impact of accumulated delays. It shall explicitly highlight:

- Specific delays, reasons for delays, and major bottlenecks/holdups.
- Proposed action plans to bring works back to the original schedule.
- A projected completion date for delayed jobs without affecting the final 10-month project schedule.

***Note**: The progress report format shall be discussed and mutually agreed upon by IREL and the bidder.*

5.3. Additional Reporting Obligations:-

- The bidder shall submit to IREL any other reports/documents within the stipulated timelines required for the fulfillment of its obligations under the Agreement.
- IREL may ask the bidder to prepare technical reports/studies required for obtaining statutory clearances as the case may be

6. Project Implementation Timelines and Milestones.

6.1. Milestone and Deliverable Breakdown:-

The detailed breakup of the project timelines, execution milestones, and deliverables to be submitted to **IREL (India) Limited, OSCOM, Odisha**, shall be as follows:

Timeline	Related Work & Services to be Carried Out by Bidder	Technical & Engineering Operations	Deliverables to IREL (India) Limited

Month 01	1. Commencement of services and site mobilization. 2. Pre-execution soil testing and geotechnical investigation. 3. Preparation of PEB structural, foundation, and General Arrangement (GA) designs. 4. Mandatory structural vetting from IIT/NIT.	• Drill NABL soil borings and design the 3D structural PEB space frame using STAAD. Pro load simulations. • Secure final academic vetting from an IIT/NIT to obtain stamped, construction-ready GFC blueprints.	1. Detailed Project Schedule (PERT/Gantt Chart). 2. Soil Testing & Geotechnical Reports. 3. Complete Design Basis Report (DBR). 4. Vetted Drawings & Schemes in editable AutoCAD (** .dwg**) and PDF formats. 5. Risk Assessment & Mitigation Plan.
Month 02-03	1. On-site structural execution. 2. Substructure excavation.	• Fracture legacy slabs with hydraulic breakers, grub vegetation, clear debris, and execute mass earthwork grading. • Excavate foundation pits down to hard strata and complete initial subgrade compaction profiling.	1. Preliminary excavation layout plans. 2. Material inspection logs for ongoing earthworks.
Month 04-05	3. Pile driving/deep foundation operations. 4. Foundation casts.	• Drive structural piles, pour PCC blinding mats, and tie high-yield steel rebar cages (Fe500/Fe550). • Cast reinforced concrete foundations using mechanical needle vibrators, strip forms, and backfill.	1. As-built structural and civil drawings (AutoCAD .dwg & PDF). 2. Material inspection logs for foundation works.
Month 06	1. Mandatory 28-Day concrete hydration. 2. Strict water curing of casted structures as per IS:456 standards.	• Erect modular formwork and pour the 3m RCC earth-retaining wall continuously to avoid structural cold joints. • Maintain a strict 28-day water-saturated curing cycle via automated sprinkler networks and wet burlap wrapping.	1. IS:456 concrete hydration logs. 2. Concrete cube-strength testing compliance certificates.
Month 07	1. Application of specialized coatings.	• Blast-clean fabricated factory steel members to **Sa 2.5** and apply defensive multi-coat marine-grade epoxy systems. • Wet-cure the foundation anchor zones for 15 days to ensure maximum design	1. Marine-Grade Epoxy Anti-Corrosion Coating application logs.

		pull-out resistance.	
Month 08	2. Structural framework and PEB column/truss erection (Phase 1).	• Fabricate tapered H-beam portal sections at the factory via automated SAW lines and cold-roll Z-purlins/C-channels. • Transport components to the site and initiate primary alignment of heavy columns over the anchor bolts.	1. Manufacturer material test certificates for PEB steel members (Batch 1).
Month 08-09	3. Structural framework and PEB column/truss erection (Phase 2).	• Hoist main framing trusses and complete high-strength structural connection torqueing using calibrated digital wrenches. • Integrate all wall girts, roof purlins, fly bracings, and cross-bracing rods to lock the structural skeleton.	1. Manufacturer material test certificates for PEB steel members (Batch 2).
Month 09	1. Roof and wall cladding installation.	• Enclose the framework with high-tensile insulated galvalume sandwich panels using weather-tight EPDM fasteners. • Fix all matching ridge caps, flashing trims, perimeter storm-gutters, and rainwater downspouts.	1. Manufacturer test certificates for cladding sheets, fasteners, and insulation.
Month 10	2. Electrical laydown, wiring, and earthing system setup. 3. Final testing, inspection, and site clearance.	• Lay internal electrical cable trays, mount LED high-bay fixtures, establish earthing pits, and fit ventilation systems. • Pour non-shrink grout under base plates, execute final safety testing, clear the site, and wrap up the handover.	1. Electrical layout, earthing, and rainwater drainage drawings (AutoCAD .dwg & PDF). 2. Structural stability certificate. 3. Final Project Completion Report. 4. Structural Handover Documentation.

6.2 **Final Project Handover:-**

The entire PEB Warehouse project must be fully completed, commissioned, and formally handed over to IREL (India) Limited within a total strict duration of **ten (10) months** from the date of Work Order placement.

7. Mandated Obligations of the Successful Bidder

7.1. The successful bidder shall meticulously work out all execution details and submit a highly detailed Master Schedule of work activities (in PERT/Gantt Chart format) to IREL (India)

Limited within two (2) months from the date of award of the contract. Any execution delays not directly attributable to the bidder may result in a timeline extension, subject to the sole discretion and formal written approval of IREL.

7.2. The successful bidder shall execute all services and construction works in an effective and highly efficient manner to guarantee complete delivery within the overall stipulated 10-months project timeline, adhering strictly to the milestones defined under Clause 6.1.

7.3 **Structural Design Basis and Technical Compliance.**

The turnkey engineering design, wind loading analysis, structural stress modeling, seismic resistance configurations, and concrete reinforcement layouts must strictly conform to the **latest published versions, amendments, and updates of the relevant Indian Standard (IS) codes and National Building Code (NBC) guidelines** applicable as on the date of bid submission. This includes, but is not limited to, the latest versions of **IS:875 (Part 3)** for wind loads, **IS:1893** for seismic criteria, **IS:800:2007** for general steel construction, **IS:801** for light-gauge secondary steel members, and **IS:456:2000** for plain and reinforced concrete works. Any regional environmental parameters or structural adjustments mandated by the latest versions of these codes—or subsequently enforced by the third-party vetting IIT/NIT panel—must be fully executed by the contractor **completely within the frozen lump-sum turnkey price**. No commercial claims or schedule extensions will be entertained for design modifications required to satisfy statutory code supremacy.

7.4 **Design & Civil Liability:**

The turnkey engineering design, wind loading analysis, structural stress modeling, seismic resistance configurations, and concrete reinforcement layouts must strictly conform to the latest published versions, amendments, and updates of the relevant Indian Standard (IS) codes and National Building Code (NBC) guidelines applicable as on the date of bid submission. This includes, but is not limited to, the latest versions of IS:875 (Part 3) for wind loads, IS:1893 for seismic criteria, IS:800:2007 for general steel construction, IS:801 for light-gauge secondary steel members, and IS:456:2000 for plain and reinforced concrete works.

7.5 **Load-Bearing Retaining Wall & Integrated Roofing Interface:**

Bidders must explicitly design and construct the 3-meter-high load bearing retaining wall as a fully integrated, load-bearing retaining structure configured to structurally support the loads transmitted by the upper Pre-Engineered Building (PEB) structural roofing network, while simultaneously containerizing the heavy lateral sliding forces of the mineral sand pile.

8. Payment Terms:

The terms of payment for the turnkey execution of the PEB Warehouse shall be progressive and linked directly to physical milestones. Payments will be released upon submission of certified running account (RA) bills verified by the IREL Engineer-in-Charge (Civil Department).

Sr. No.	Project Stage	Weight (% of Contract Value)	Payment Milestones & Conditions	Linked Price Schedule for Reference for Description, Qty & Rates
1	**Design, Engineering & Drawings**	**5%**	• **2%** paid upon submission of draft design and drawing. • **3%** paid after vetting by a third-party agency and acceptance by IREL.	**(Items 1.6 & 1.7) under Structural Steel & PEB Works heading:** Structural design, analysis, and IIT/NIT technical vetting charges.
2	**Construction Activity (involving Civil, Electrical, Structural & Mechanical)**	**65%**	• Civil Works: **65%** paid against running bills based on physical quantities and rates. • Electrical, Structural & Mechanical: **65%** paid against running bills based on supply quantities and rates. • Note: 100% GST will be paid during this stage.	**(All Civil Items):** Earthwork, PCC, RCC, Shuttering, and Steel. **(Items 1.1,1.2,1.3 &1.4) under Structural Steel & PEB Works heading:** Supply of primary frames, secondary members, cladding sheets, and marine epoxy painting. **(All Electrical Items- 1 to 15):** Cables, high bay LEDs, panels, and earthing matrix.
3	**Erection**	**25%**	• 25% paid upon completion of erection against running bills (as per a mutually agreed billing schedule tracking erected components, quantities, and rates).	Upon Physical mechanical erection, structural skeleton assembly, cladding installation, and logistics handling as per the BOQ.
4	**Final Handover**	**5%**	• 5% paid upon final handover. *• Requirement: Must submit a 5% Bank Guarantee (BG) valid for a one-year defect liability period.*	**As per Sr. No. 2 - Complete Scope & Services of Work – under Appendix-14: Terms of reference** Complete project trial runs, final cleanup, site demobilization, and absolute handover.
	Total Contract Value	**100%**		

9. **Final Acceptance Certificate (FAC):**

Upon the successful completion of all physical works and subsequent successful Performance Guarantee tests (proving structural soundness and specified storage capabilities), the bidder shall submit a formal request to IREL for the issuance of the Final Acceptance Certificate (FAC) within **07 (Seven) days** of completing said tests.

10. **Performance Bank Guarantee (PBG) Release**

The Performance Bank Guarantee amount (or equivalent retention amount) will be officially released 12 months after the date of Final Acceptance of the entire Works, subject to the contractor satisfactorily rectifying all defects observed during the Defect Liability Period (DLP).

APPENDIX – 15 ARTICLES

Article 1 Commissioning:

Upon completion of the complete erection of the warehouses in all respects, the successful bidder shall commission the Warehouses in accordance with the provisions and terms of this Agreement.

The successful bidder shall be responsible for successful commissioning of the Warehouses. Any defects or deficiencies observed during commissioning shall be rectified free of cost by the bidder.

The commissioning shall be completed within seven days after erection of the warehouses in all respect.

Article 2 Final Acceptance:

Final Acceptance shall occur in respect of the Works when:

a. The successful bidder has fulfilled all the obligations as defined in the RFP.

b. The successful bidder has completed all the works as defined in the RFP.

c. The successful bidder has completed the entire commissioning works.

Article 3 Ownership of materials and products:

Notwithstanding anything in this Agreement, IREL shall have absolute rights of the Products at all times and shall have ownership and title over the Warehouses and the Works in progress. However, the risk and liability of the Warehouses including all its components like equipment, material, structure, associated facilities and resources shall lie with the Bidder till until taking over of the plant by IREL. The Bidder shall at all times be responsible for monitoring the safety and security of its manpower, equipment, tools & tackles etc. being used for completion of Works till handing over to IREL.

Article 4 Risk Purchase Clause

After signing of Agreement, if the Bidder fails to execute the activities outlined in the Scope of Work as per this Agreement or at any time repudiates the order, IREL have the right to invoke the security deposit and execute the order from other agencies at the risk and cost of the Bidder. IREL reserves the right to take over the plant to carry out the unfinished work and proceed with production activities without any payment to the Bidder.

Article 5 Declaration of the Bidder

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

The Bidder does not, and shall not, at any time, claim ownership of the land and/or space provided for the purpose of installation of the Warehouses. The Bidder is undertaking the Works for and on behalf of IREL.

Article 6 Billing and Payment

- The Bidder shall raise an invoice for each of the Project Milestone completed as per the Billing Schedule, and shall submit the same to IREL.
- Each bill/ invoice shall state the amount billed and be accompanied with progress report for each milestone and any other supporting documents as required and finalized with IREL. The bills will be paid within 30 days after receipt of Invoice with all supporting documents, measurement sheets and other supporting documents as required for clearing the bill.
- As the award of Works is divisible, The Bidder shall submit complete and correct separate invoices and documents for supplies and services both for payments to be made.

- The Bidder shall reimburse IREL all costs, charges, damages or expenses which IREL may have

paid or incurred, if and to the extent to which the Bidder is liable under this Agreement to pay upon written request of the Engineer-in-Charge, failing which such costs, charges, damages or expenses shall be deducted by IREL from any money due or becoming due by IREL to the Bidder under this Agreement or any other Agreement failing which such amounts shall be considered as debt from the Bidder to IREL and shall be recoverable accordingly.

- Five percent of each bills shall be kept as retention money and the same shall be paid to the successful bidder after taking over of the warehouse by IREL.
- Liquidated Damages to be deducted shall be adjusted in the current invoice or next following Invoice raised, as may be applicable;
- Bidder shall give an undertaking in non-judicial stamp paper that it shall not have any further claim from IREL after the payment of final bill. In the event of acceptance by the Bidder of the final bill in full and final settlement of Agreement, the Agreement shall be deemed to have come to an end and there after the Bidder shall be stopped from raising any dispute whatsoever of the said Agreement. Submission of conditional acceptance/undertaking by the Bidder shall render the final bill (along with other dues) pending, for which the Bidder shall be solely responsible;
- Taxes and Duties: The amount of Goods and Services Tax (GST) as applicable/assessed on the Agreement Value under this Agreement shall be paid separately by IREL; however, in case of delay in submission of GST by Bidder to relevant tax Draft Agreement for construction of PEB warehouse for Ilmenite Storage at OSCOM, Odisha on authority IREL shall have the right to withhold further payment of GST until the GST submission is regularized by the bidder;
- No retention money will be deducted from the GST amount of respective invoice.
- It shall be sole responsibility of the Bidder to ensure that all kinds of taxes/duties/levies are deposited by it, in time and in the prescribed manner, with the concerned taxation authorities and IREL shall not bear any responsibility, whatsoever, with regard to non/delayed payment of Taxes/duties/levies by the Bidder to the concerned taxation authorities;
- In case the Government subsequent to the Bid Due Date imposes any new tax, duty or levy, the same shall be reimbursed, if applicable, on production of relevant statutory documentary evidence.
- Further, in case of variation (increase/decrease) in the rate of tax, duty or levy after the Effective Date of Agreement, the said varied rate shall be reimbursed/recovered on production of relevant Statutory documentary evidence;
- Any increase/decrease in taxes and duties on account of statutory increase/decrease/fresh imposition of any duty or taxes which take place during the extended period of Agreement shall be admissible/availed of, provided it is admissible against these levies;
- In case of waiver/concession of statutory taxes and duties admissible under law/act., for which Bidder shall make sincere efforts; the benefit of the same shall be passed on to IREL.
- The Bidder shall comply with the provisions of the Goods and Services Tax (GST) laws and rules framed their under and the orders or instructions issued in this behalf by the appropriate authorities. The Bidder shall also make available the records to the appropriate taxation authorities as and when required;
- The Bidder shall bear all kinds of tax/penalty/interest etc. imposed by taxation authorities for nonobservance of the taxation laws and procedures and IREL shall not bear any liability or responsibility, whatsoever, in this regard;
- Tax deduction at source (TDS) shall be made towards income tax from all the invoices of the Bidder at rates applicable as per income tax act and rules.

Article 7 Liquidated Damages

- In case of delay in achieving the handing over to IREL, Liquidated Damages as mentioned below shall be applicable
- Liquidated Damages (LD) shall be levied where reasons are attributable to Bidder for delays in execution of this Agreement. LD shall be levied @ 0.5% per week or part thereof on the Agreement Value for each week of delay in achieving handing over subject to a maximum of 10 % of the total Agreement Value
- IREL reserves the right, in accordance with the above clause, to deduct the applicable Liquidated

Damages to offset any unjustifiable expenses for which IREL has previously made payments, unless prior written approval has been obtained from IREL.

- The EPC Bidder shall not in any event be obligated to pay any liquidated damages under this clause during any period for which a project milestone is delayed as a result of any event of Force Majeure.

Article 8 Defects Liability

- The Bidder shall be responsible for all the Defects and deficiencies, except usual wear and tear in the Project or any Section thereof, till the expiry of a period of 1 (one) year commencing from the date of issue of Final Acceptance and taking over by IREL (the "Defects Liability Period").
- The Bidder shall repair or rectify all Defects and deficiencies observed by IREL during the Defects Liability Period within a period of 15 (fifteen) days from the date of notice issued by IREL in this behalf, or within such reasonable period as may be determined by IREL at the request of the Bidder, in accordance with Good Industry Practice.
- For the avoidance of doubt, any repair or rectification undertaken including any additional tests, shall be carried out by the Bidder at its own risk and cost.
- In the event that the Bidder fails to repair or rectify such Defect or deficiency within the period specified, IREL shall be entitled to encash the Performance Bank Guarantee (Security Deposit) and carry out the work.

Liability for Failure of Engineering

- The bidder must guarantee that the work executed within their scope is free from defects and suitable for its intended purposes. In case of any fault, error, or omission arise in connection with the technical studies and engineering tasks, within the Liability period, for reasons attributable to the bidder within the scope of their work, the bidder shall furnish corrective technical studies/ engineering as may be required without any additional cost to IREL immediately but not later than 30 days from the date of notice of such fault, error, or omission by the client to the bidder.
- Furthermore, any consequential modifications, repairs, or replacements of structures or equipment necessitated by these faults, errors, or omissions shall be responsibility of the bidder. The total cost and fee for such modifications, repairs, or replacements shall be limited to 3% (Three percent) of the total cost, to be borne by the bidder.'
- Notwithstanding anything stating herein, the EPC Bidder's total cumulative liability on all accounts including the liability due to delay as per clause A (LD) and liability for engineering guarantee as per Clause - Liability for failure of engineering shall be limited to 10% (Ten Percent) of the total fee received by EPC Bidder.

Article 9 Insurance

- The Bidder, at its sole cost and expense, shall continue to obtain and maintain all the construction insurance policies and operational insurance policies required to be taken in respect of the Warehouses or as may be necessary in accordance with the Prudent Operating Practices. The Bidder shall ensure that IREL is named as an additional insured on all insurance policies with respect to third party liability insurance. Any failure by the Bidder to obtain the insurance coverage or certificates of insurance as required, shall neither relieve the Bidder of the insurance requirements set forth herein nor relieve or limit in any way the Bidder's obligations and liabilities under any other provision of this Agreement;
- The under mentioned minimum coverage or such additional coverage as may reasonably be required, shall be maintained or caused to be maintained by the Bidder throughout the Agreement period :
    - Workers Compensation and Employers General Liability Insurance
    - Builders All Risk Insurance Marine Cargo insurance (if required)
    - All Risk Property/Comprehensive Machinery Insurance
    - Third party Liability Insurance
    - To the extent that the above insurance policies are available through Indian insurance companies, preference shall be given to using these companies.
    - Notwithstanding any liability that may arise under this Agreement, any loss for which

compensation is due to the Bidder under this Clause, shall not be charged to IREL.

- The Bidder shall cause its insurers or agents to provide IREL with certificates of insurance for required replacement policies or renewals evidencing the endorsements of policies, at least thirty (30) days prior to either termination or expiration of any policy hereunder.

Article 10 Force Majeure

- "Force Majeure" is an event beyond the control of Bidder and not involving the Bidder's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of IREL/ Bidder either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes or any other event which IREL may deem fit to consider so. The decision about Force Majeure shall rest with IREL that shall be final and binding. Force Majeure clause has to be compulsorily embedded in the order;
- If there is delay in performance or other failures by the Bidder to perform obligations under this Agreement due to event of a Force Majeure, the Bidder shall not be held responsible for such delays/failures;
- If a Force Majeure situation arises, the Bidder shall promptly notify IREL in writing of such conditions and the cause thereof within fifteen (15) days of occurrence of such event. Unless otherwise directed by IREL in writing, the Bidder shall continue to perform its obligations under the Agreement as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event;
- If the performance in whole or in part or any obligation under this Agreement is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty (60) days, IREL may at its option terminate the Agreement, without any financial repercussion on either side;
- Any delay or non-performance by either Party hereto caused by the occurrence of any event of Force Majeure shall not:
    - ♦ constitute a default or breach of the Agreement;
    - ♦ give rise to any claim for damages or additional cost or expense occasioned thereby; If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure
- If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure

Article 11 Breach of Terms, Suspension and Termination

Breach of Terms

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

Suspension

- IREL may suspend the Works in whole or in part at any time by giving the Bidder a notice in writing, if the Bidder shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Works; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Bidder to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Bidder of such notice of suspension.
- On receiving the notice of suspension from IREL, the Bidder shall stop all such work, which IREL has directed to be suspended with immediate effect. IREL may at any time cancel the suspension notice for all or any part of suspended work by giving written notice to the Bidder specifying the part of work to be resumed and the effective date of suspension withdrawal. The Bidder shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice. In the event of suspension of work, IREL shall not be liable to the Bidder for any damage and loss.

Temporary Suspension:

- IREL may at any time temporarily hold the progress of work being performed under the Agreement or any part thereof by notice in writing to the Bidder. All the work so held shall be resumed by the Bidder and extended suitably for the period amounting to temporary suspension based on a schedule as directed by IREL and mutually agreed upon between the Bidder and IREL.
- IREL will not pay the Bidder for any work, which is performed during such an interval of suspension, and IREL shall not be liable to the Bidder for any damages or loss caused by such suspension of work.

Event of Default

- Event of Default means the Bidder Event of Default or IREL Event of Default or both as the context may admit or require.

Bidder Event of Default

- Any of the following events shall constitute an event of default by the Bidder ("Bidder Event of Default") unless such event has occurred as a result of IREL Event of Default or a Force Majeure event;
  - the Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Draft Agreement for Construction of PEB Warehouse for Ilmenite Storage at IREL OSCOM, Odisha on EPC basis hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as IREL may have subsequently granted in writing.
  - The Bidder fails to commence the Works within thirty (30) days from the Effective Date;
  - The Bidder fails to ensure that handing over of the Warehouse is achieved within **Ten (10) months** of the Effective Date;
  - Any representation made or warranties given by the Bidder under this Agreement is found to be false or misleading;
  - The transfer, pursuant to law of either (a) the rights and/or obligations of the Bidder under the `Agreement, or (b) all or material part of the Bidder; except where such transfer in the reasonable opinion of IREL does not affect the ability of the Bidder to perform, and the Bidder has the financial and technical capability to perform, its material obligations under the Agreement;
  - The Bidder suspends or abandons the Works without prior consent of IREL, provided that the Bidder shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under this Agreement by IREL;
  - The Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
  - The Bidder fails to comply with any final decision reached as a result of arbitration proceedings hereof;
  - The Bidder submits to IREL a statement which has a material effect on the rights, obligations or interests of IREL and which the Bidder knows to be false;
  - any document, information, data or statement submitted by the Bidder in its Bid, based on which the Bidder was considered eligible or successful, is found to be false, incorrect or misleading;
  - The Bidder repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.

IREL Event of Default

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

a) IREL is in breach of this Agreement and has failed to cure such breach within sixty (60) days of

receipt of notice in that behalf from the Bidder;

b) IREL repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.

c) Any representation made or warranties given by IREL under this Agreement is found to be false or misleading.

Recourse to Event of Default

- In case of an event of default, the following recourses are available to IREL and the Bidder or both as the situation may warrant:

a) In case of occurrence of Event of Default mentioned above, the Bidder shall have an option to ask for extension from IREL specifying the conditions that have restricted the Bidder to complete the tasks in stipulated time. However, IREL's decision on said matter shall stand final as the case may be;

b) In case of occurrence of Event of Default mentioned in above Sub-clauses.a, IREL shall have the option to seek Termination of Agreement. The Termination shall be governed by relevant clauses of this Agreement

c) In case of occurrence of Event of Default mentioned in Sub-clauses, the Bidder shall have an option to seek Termination of this Agreement. In seeking the Termination of the Agreement, Bidder would have to clearly demonstrate that the Event of Default has occurred despite all possible steps taken by Bidder to avoid Termination. The Parties shall mutually decide the modalities of Termination. Termination due to Bidder Event of Default

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

Provided further, that IREL shall be entitled to forfeit the Security Deposit;

e) Upon termination of this Agreement by notice of either Party to the other pursuant to Sub-clauses hereof, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Works to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

Payment upon Termination

- Upon termination of this Agreement pursuant to Sub-clauses hereof, IREL shall make the following payments to the Bidder (after offsetting against these payments any amount that may be due from the Bidder to IREL):

f) Remuneration pursuant to Articles hereof for Works satisfactorily performed prior to the date of termination;

Disputes about Events of Termination

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

Article 12 Resolution of Disputes

Conciliation.

- All disputes or difference whatsoever arising between the Parties out of or relating to the Agreement shall be settled through discussions between the Chairman & Managing Director of IREL and the Authorised signatory of the Bidder (the "Conciliation"). In case an amicable settlement is not arrived

at, the matter shall be settled through Arbitration by appointment of sole arbitrator as approved by CMD, IREL.

- Conciliation shall be resorted to prior invoking the Arbitration. The Arbitration clause is to be invoked by the Parties to the Agreement only on failure of Conciliation proceedings to amicably settle the disputes;

Arbitration.

- All disputes and differences of any kind what so ever arising out of or in connection with the Agreement or carrying out of the works (whether during the course of works or after their completion and whether before or after determination, abandonment or breach of Agreement) shall be referred to and settled by the person authorized and notified in writing by IREL who shall state his decision in writing. Such a decision may be in the form of a final certificate or otherwise, within a period of 30 days from the date of receipt of such reference to them.
- If the Bidder is dissatisfied with the decision of such authorized person, then he may within 30 days of receipt of such decision send a written appeal to IREL, represented by the Chairman and Managing Director at the registered office, Mumbai for Arbitration, in accordance with the provisions of the Arbitration and Conciliation Act and the Rules framed there under from time to time, and for the time being in force. Such written appeals should however specify only those matters in dispute, which have been referred to such authorized person but not satisfied with the decision and the reasons leading to his dissatisfaction.
- If the period of 30 days has expired at any stage, stipulated in the preceding paras without any response from the Bidder before such expiry, the Bidder is deemed to have communicated his satisfaction to the decision of IREL at the relevant stage and all his rights of further appeal or as the case may be, adjudication are deemed to have been waived once and for all.
- The seat of arbitration will be at OSCOM unit, Matikhalo and only the appropriate Court coming under High Court of Cuttack will have jurisdiction to entertain all matters of litigation to the exclusion of all other courts.
- The Bidder shall not in any way delay or default or cause to delay or default the carrying out of the works by reason of the fact that any matter has been agreed to be referred to and / or referred to Arbitration.

Copyright and Intellectual Property rights

- As between the Parties, the Bidder shall retain the copyright and other Intellectual Property rights in the Bidder's Documents and other design documents made by (or on behalf of) the Bidder. The Bidder shall be deemed (by signing this Agreement) to give to IREL a non-terminable transferable non-exclusive royalty free license to copy, use and communicate the Bidder's Documents, including making and using modifications of them. This license shall:
  - Apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
  - entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Bidder' Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works,

    and
  - in the case of Bidder's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by this Agreement, including replacements of any computers supplied by the Bidder:
  - The Bidder's Documents and other design documents made by (or on behalf of) the Bidder shall not, without the Bidder's consent, be used, copied or communicated to a third party by (or on behalf of) IREL for purposes other than those permitted under this Articles
  - As between the Parties, IREL shall retain the copyright and other Intellectual Property rights in this Agreement and other documents made by (or on behalf of) IREL. The Bidder may, at its cost, copy, use, and obtain communication of these documents for the purposes of this Agreement. They shall not, without IREL's consent, be copied, used or communicated to a third

party by the IREL, except as necessary for the purposes of the Agreement.

Article 13 Security Deposit

- Bidder shall submit, within fourteen (14) days from the issuance of LOI or at the time of signing of Agreement, whichever is earlier, a Security Deposit (the "Security Deposit") in the form of a demand draft/ banker's cheque/ bank guarantee, for an amount equal to five percent (5 %) of the Agreement Value.
- **If successful bidder did not remit SD within 14 days of receipt of order, penalty of 10% per annum shall be levied for delayed remittance of security deposit.**
- Bank guarantee shall be as per format given at Annexure, valid for wenty two (22) months (2 month beyond the Duration of Agreement) from the date of issue with an additional claim period of ninety (90) days beyond expiry and shall be issued from any scheduled bank. Other instruments for Security Deposit in place of bank guarantee shall be in favour of "IREL (India) Limited" payable at Matikhalo, Chatrapur, Ganjam, Odisha;
- In case of breach of any of the terms of this Agreement, IREL, at its sole discretion and without prejudice to its other rights, may encash the entire Security Deposit without assigning any reasons to the Bidder;

Extension of Security Deposit

The Bidder may initially provide the Security Deposit for a period of fourteen (14) months; provided that it shall procure the extension of the validity of the Security Deposit, as necessary, at least 2 (two) months prior to the date of expiry thereof. Upon the Bidder providing an extended Security Deposit, the previous Security Deposit shall be deemed to be released and IREL shall return the same to the Bidder after submission of the extended Security Deposit.

Forfeiture of Security Deposit.

The Security Deposit shall stand forfeited in favour of IREL, without any further notice to the Bidder in the following circumstances:

- In case of any failure whatsoever on the part of the Bidder at any time during performance of his part of the Agreement including the extended periods of the Agreement, where notice is given and time for rectification allowed;
- If the Bidder indulges at any time in any subletting/ sub-contracting of any portion of the Works without approval of IREL;
- If the Bidder abandons the Agreement; Notwithstanding anything in the Agreement, the refund of the Security Deposit, shall be subject to IREL's right to deduct its dues which are payable by the Bidder to IREL;
- The Security Deposit shall be released (without any interest) only after completion of the Defect Liability Period as per Article 8 and completion of statutory provisions after deduction of any dues from the Bidder arising out of any claim by IREL on the Bidder.

Article 14 Declaration of the Bidder

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

The Bidder does not, and shall not, at any time, claim ownership of the land and/or space provided for the purpose of installation of the Warehouses. The Bidder is undertaking the Works for and on behalf of IREL.

Article 15 Nodal Officer / Engineer-In-Charge

The OIC/EIC shall represent and act on behalf of IREL at all times during the currency of the Agreement. All notices, instructions, orders, certificates, approvals and all other communications under this Agreement shall be given by the OIC/EIC, except as herein otherwise provided. The marketing department shall be the Officer-In-charge and technical/Civil department shall be the Engineer-in-charge (EIC) for the turnkey construction of the proposed Ilmenite Warehouse.

Nodal Officer : The Marketing Department Personnel shall officially function as the Nodal Officer for this project. The Nodal Officer will serve as the single point of contact for administrative clearances, contract coordination, and inter-departmental processing.

Overall, Nodal Department: The Marketing Department shall act as the Overall Nodal Department responsible for fund routing, macro-milestone tracking, asset monitoring, and final coordination with the party.

Technical Supervision & EIC (Civil Wing): All core infrastructure, structural designs, subgrade earthworks, foundation casting, the 3-meter peripheral retaining wall, and turnkey structural erection activities will be strictly supervised, quality-inspected, and physically certified by the Civil Engineering Department. The IREL Engineer-in-Charge (EIC) from the Civil Department will verify and process all progressive physical milestone-based Running Account (RA) bills.

The Engineer-in-charge shall have authority for

- General supervision, follow up of supply and direction of the Works.
- Direction to stop the Works whenever such stoppage may be necessary to ensure the proper execution of the Agreement
- To reject all Works and Materials which do not confirm to the Agreement.
- The Engineer-in-charge shall have no authority to relieve the Bidder of any of his duties or obligation under this Agreement nor except as expressly provided here-in under or elsewhere in the agreement to order any work involving delay or any extra payment by IREL or to make any variation of or in the Works.