

INDIAN RARE EARTHS LTD.

(A GOVERNMENT OF INDIA UNDERTAKING)
ORISSA SANDS COMPLEX
MATIKHALO-761045
GANJAM DIST. (ORISSA)



TENDER DOCUMENT

Item/ Job Description	Outsourcing of highly skilled manpower for Supervision of plant operation, maintenance of equipments at SMP Tampara, North Sector.	
E tender Ref	IREL/GANJAM/16-17/ET/422	
Tender No.	OSCOM/SOP/11/P/0446/PT dated 13/02/2017	
Type of bidding	Public tender invited in two parts	
Tender document sale period	From 20/02/2017 till 14/03/2017	
Date of Starting of e-Tender	20.02.2016-08.30 AM	
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	14.03.2017-17.30 PM	
Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	<u>TOE Start Time</u> 2017-14-03 18:00:00.0 (YYYY-MM-DD)	<u>TOE End Time</u> 2017-03-31 16:30:00.0 (YYYY-MM-DD)
Tendering Mode	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through http://www.mstcecommerce.com/eprochome/irel of MSTC Ltd.	
Transaction Fee (payable by Vendors to MSTC)	Rs 2,375/- (Rupees Two Thousand Three Hundred Seventy Five only) which is inclusive of Service Tax. Note: (i) Please note that vendors will have the access to online e-tender only after Transaction fee is paid vide RTGS/ NEFT in favour of MSTC Limited, Visakhapatnam. (ii) Last date of submission of Transaction fee through RTGS in favour of MSTC Limited, Visakhapatnam: Three working days before the last date of closing of online bidding for the e-tender.	
Tender Document cost (TDC) : Non refundable & payable to IREL	Rs 525/- (Rupees Five Hundred Twenty Five only)	
Earnest Money Deposit (EMD) : Payable to IREL	Rs 41,300/- (Rupees Forty One Thousand Three Hundred only)	

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

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

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

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

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

1.0 BIDDERS ARE REQUIRED TO NOTE THE FOLLOWING:

i. Transaction fees :

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

- ii. An event shall be construed as an e-tender irrespective of the nos. of items / jobs being procured through the same.
- iii. Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted.
- iv. In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.
- v. The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.
- vi. The payment of Transaction fees is to be made vide NEFT/ RTGS in favour of **MSTC Ltd** as per the following bank details:

**Account Name: MSTC LIMITED , VIZAG,
Account Number: 200013950693,
INDUSIND BANK, IFSC Code : INDB0000581, MICR CODE : 530234001,
BRANCH ADDRESS : Beside Care Hospital, AS Raja Complex, Waltair Main Road,
Visakhapatnam 530002.**

The bidders are requested to communicate the UTR No. and E-tender No and a certificate in Bank's letter head mentioning UTR No., amount, No. of the account debited, Name of the remitter and Pan No. of the remitter by Fax or Email.

The contact details of MSTC are as follows:

Name: Mr. R. Mahesh
Contact no.: 8801281004
email id: rmahesh@mstcindia.co.in

Shri Tammana DMV Satyasai, DM
tsatyasai@mstcindia.co.in
Ph : 0891-2746948/ 2701066/2521566 Extn 30 (Mob : 09441487624)

- vii. Bidders may please note that payment of **Tender Document Cost (TDC) and Earnest money deposit (EMD)** is to be made to IREL **separately** through RTGS / NEFT as per details given below:

Account Name : Indian Rare Earths Limited
Name of the Bank : State Bank of India
Branch : Matikhalo Branch, IRE Ltd Campus
Account No. : 10546942016
IFSC : SBIN0006086
MICR Code : 761002521

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

2.0 **Procedure for registration as a vendor for supplying/ executing works & services for IREL:**

The vendors are required to visit www.mstcecommerce.com/eprochome and register themselves for IREL for which they wish to supply for. It may be noted that separate registration is mandatory for each buyer. Registration is free of cost at present; however MSTC reserves the right to change this in future. Registration is valid till it is deactivated due to some reason. No document is required by MSTC for registration; however IREL at its own discretion may ask certain documents before activation.

After logging on to e-Procurement system the vendor is required visit the link www.mstcecommerce.com/eprochome

=> Click on the buyer logo

=> Click on %login as Vendor+Link and login using your user id and password and sign in using a valid DSC.

DSC is Digital Signature Certificate used for online signature of documents/ action. It can be procured from any Certifying Authority (CA) or its authorized dealer. The DSC should be valid Class II or above and of signing type. DSCs are valid for a fixed duration and on expiry of the DSC, the vendor has to login with his new DSC. Only one login id may be used for a single DSC for IREL. The same DSC can be used for different vendor login across different buyers i.e. other than IREL. If a vendor happens to forgets/ loses his Password, they may use the %forget Password+link and reset the password after verification of DSC. The same procedure may also be used to change an existing password. Latest driver of the Digital signature Certificate should be installed properly by the vendors in the Computers.

3.0 **Requirements of the vendor's machine to access the e-Procurement site:**

The system requirements are as follows:

- Operating System- Windows XP Service Pack III and above
- Web Browser- Preferred Internet Explorer (IE 7) and above.
- Active-X Controls should be enabled as follows:
 - =>Tools
 - =>Internet Options
 - =>Security
 - =>Custom Level
 - => Enable all Active-X Controls
 - =>Disable %Use Pop-up Blocker+
- Java (JRE7 Update 45) : The following link may be visited for the latest update of JRE 7 <http://www.oracle.com/technetwork/java/javase/downloads/jre7-downloads-1880261.html>.

Alternately, a vendor may visit www.mstcecommerce.com/eprochome and click on the Java Download Link at the bottom of the webpage.

The protected mode of the computer should be turned off for higher version of windows where available. The website <https://www.mstcecommerce.com> should be added to the list of Trusted sites. Windows user should have the privilege to install packages on being prompted on screen like TCS signer certificate needs to be installed for DSC operation, java applet needs to be loaded etc.

The e-Procurement Account can be accessed from any PC with an internet connection using a valid user id, password and DSC token

4.0 Procedure for configuring the system to participate in any e-tender:

The PC should be configured as follows:

Tools

=> Internet Options

=> (Disable protected Mode If enabled)

1) Security

=> Custom Level

=> Enable all Active-X Controls and Disable ~~Use~~ Pop-up Blocker+. A security warning would pop up and vendors are advised NOT to fix the settings.

2) General

=> Click On Settings under ~~Browser~~ browsing history/ Delete Browsing History+

=> Temporary Internet Files

=> Activate ~~File~~ everytime I Visit the Webpage+

5.0 Procedure to view / download Tender documents without logging into the system:

To view the tender documents of IREL a vendor may follow the following procedure:

=> Click on Buyer Logo (IREL logo)

=> Click on ~~Log~~in as vendor+link

=> Click on Download NIT/Corrigendum Link

=> Fill up the credentials and Submit to download the PDF file.

6.0 Procedure to download tender document/corrigendum after log in:

Under vendor login

=> Click on Download NIT/ Corrigendum

=> Select the desired tender that appears in the dropdown list and download the file.

7.0 The system generated mails which the vendors get are:

The system generated mails that a vendor may get are:

a) Registration Confirmation Mail

b) Mail intimating new NIT/corrigendum being uploaded.

c) Mail confirming submission of bid for a particular lot of a tender.

8.0 Procedure to participate in Pre-bid meeting online:

Vendor Login

=> Click on Online Pre-bid Meet Vendor

=> Select desired e-tender no. in the drop down list

9.0 Procedure of submitting Technical / Commercial and price bid online:

Login as a Vendor > My Menu > Auc Floor Manager > Live events >Click on desired e-tender number > Click on the link ~~Click~~ here to enter Technical Bid+> Wait for the Java Encryption

Applet to load Twice and run them > Fill the technical Bid and SAVE > Click on the link %Click here to enter Price Bid+> Submit the price quotation and SAVE > Click On Final Submission.

10.0 Process of uploading and attaching file with a particular Tender:

In case a vendor has to submit supporting documents he/she may do so in the following manner:
Under Vendor Login

- => Click on %Upload Document+Link
- => Select the files desired to be uploaded and Submit
- => Click on %Attach Document+
- => Confirm the files that a vendor wants to submit finally by clicking on %Attach+link adjacent to every file. A file once uploaded, can be removed if it is not attached to any tender and can be attached with multiple tenders.

11.0 Process of uploading and attaching file with a particular Tender:

In case a vendor has to submit supporting documents he/she may do so in the following manner:
Under Vendor Login > Click on %Upload Document+Link > Select the files desired to be uploaded and Submit > Click on %Attach Document+> Confirm the files that a vendor wants to submit finally by clicking on %Attach+link adjacent to every file.

There is no limit of maximum size of a file that can be uploaded in the e-Procurement portal. However, per upload upto 5 MB is allowed

Bids can be modified/ edited till final submission. Once the bid is submitted a message appears under the status column %Already Submitted Bid+ and the vendor also receives a system generated email confirming the same.

The technical and price Bids are encrypted using Java Encryption applet thus rendering it impossible to see the bids prior to opening. En-apple is an encryption applet which is required to encrypt a bid before saving so that it is in a non-readable form. This ensures secrecy of a bid and it cannot be decoded by anyone prior to opening of the tender. After the bids are opened a vendor can see the Comparative statement under the Technical and Price CST Links

12.0 Online works after submission of fees (TDC/ EMD/Transaction fee)

The bidder(s) who have submitted the above fees (or necessary certificate for exemption of TDC/ EMD) can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com e-procurement PSU/Govt Depts IREL Login My menu Auction Floor Manager live event Selection of the live event

The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.

After filling the Techno-Commercial Bid, bidder should click %save+ for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on %save+ to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the %Submit+ button to register their bid.

13.0 Additional information for bidders:

- (i) E-tender cannot be accessed after the due date and time mentioned in Page No.1. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity. All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by IREL as well as by MSTC. Hence, the bidders are required to ensure that their corporate email I.D provided is valid and updated at the stage of registration of vendor with MSTC. Bidders are also requested to ensure validity of their DSCs

during the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

- (ii) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. The bid will be evaluated based on the filled-in technical & commercial formats. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
- (iii) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- (iv) Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein. No deviation to the technical and commercial terms & conditions are allowed. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/irel of MSTC Ltd.
- (v) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

(vi) **AMENDMENTS/ ISSUE OF CORRIGENDUM(s)**

At any time, prior to the last date for submission of tenders, IREL reserves the right to amend and modify the tender document. The amendment so carried out shall form part of the main tender and shall be binding upon the Tenderers. IREL may at their discretion, extend the last date for submission of the Bid, to enable the Bidders to have reasonable time to submit their Bid after taking into consideration such amendments. **The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.** No separate intimation in respect of corrigendum will be sent to tenderer (s) who have downloaded the documents from web site. The website www.mstcecommerce.com/eprochome/irel of MSTC Ltd. may please be referred to.

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

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

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

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

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

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

or following MSTC/ IREL officials may please be contacted:

MSTC Ltd, Vizag Office

Name: Mr. R. Mahesh

Contact no.: 8801281004

email id: rmahesh@mstcindia.co.in

Shri Tammana DMV Satyasai, DM
tsatyasai@mstcindia.co.in
Ph : 0891-2746948/ 2701066/2521566 Extn 30 (Mob : 09441487624)

Indian Rare Earths Limited, OSCOM Unit

Shri R P Jha, CM(Materials)
Ph : 06811-257890 to 95 Extn 150
Mob: 9437217385
Email: purchase-os@irel.co.in/ rjhairel@yahoo.co.in

Shri K Sateesh Kumar, CM(Materials)
Ph: 06811-257890 to 95 Extn. 171
Email : kskumar@irel.co.in

14.0 Tender Document Cost (TDC):

- 14.1 The tender document (non-transferable) can be obtained by the prospective bidder on sending request vide Email (purchase-os@irel.gov.in / headireo@sancharnet.in) OR vide letter addressed to SM(Materials), Indian Rare Earths Ltd., Orissa Sands Complex, Matikhalo . 761045, Dist: Ganjam, Orissa, INDIA on payment (Non-refundable) of amount as indicated in Page no. 1, by a Crossed Demand Draft, drawn on any Nationalized Bank in favour of Indian Rare Earths Limited, payable at State Bank of India, I.R.E Ltd. Campus Branch, Matikhalo-761045 (Branch Code 6086) / Indian Bank, Konamana Branch, OSCOM Complex , Matikhalo-761045, Dist-Ganjam (Branch code 1830). Alternatively payment can be done directly to IREL's account as per details given in 1 (vii) above so as to reach us three days prior to scheduled date of closure of e tendering event.
- 14.2 The tender documents shall be issued free of cost to company/ units registered with MSME/ National Small Industries Corporation/ Director of Industries of State, Cottage Industries approved by the State Authority or any other entity as may be specified by Govt. guidelines from time to time after ensuring that the approval pertains to the class of item/ works for which tender is floated. In case of Government Undertaking/ PSU, tender documents shall be issued free of cost subject to approval of our Competent Authority.
- 14.3 The tender shall be issued to the bidder in his own name and shall not be issued to the agents. The tender papers are not transferable. Issuance of Tender Documents will not be construed to mean that the bidders would be automatically considered by IREL.

15.0 Earnest Money Deposit:

- 15.1 Earnest Money Deposit (EMD) is a deposit received from the tenderers in token of their earnestness in submitting their offer to undertake the supplies/ works/ services/ consultancy contracts and conclude a contract if entrusted to them on the basis of their tender.
- 15.2 For the present tender the amount of EMD to be submitted is mentioned in page no. 1. No interest shall be paid on EMD.
- 15.3 Offers received without EMD shall be summarily rejected except for the bidders for whom provision for exemption is provided in the tender.
- 15.4 EMD is to be submitted as per 1 (vii) above. EMD can also be remitted by way of Demand Draft/ Bankers cheque drawn in favour of Indian Rare Earths Ltd payable on SBI, IRE Ltd Campus Branch, Matikhalo (Branch code 6086)/ Indian Bank, Konamana Branch, OSCOM Complex , Matikhalo-761045, Dist-Ganjam (Branch code 1830).

15.5 EMD can also be submitted in the form of an irrevocable and confirmed Bank Guarantee valid for **210 days** from the date of opening of the bid. The Bank Guarantee shall be from State Bank of India including its subsidiaries or any Nationalized Bank or a Scheduled Bank authorized by Reserve Bank of India to issue such Bank Guarantee on a non-judicial stamp paper of value of Rs.200/- (Rupees Two Hundred Only). The stamp paper shall be purchased in the name of the Bank. In case of Foreign Bidder, the same shall be from reputed commercial bank of the bidder's country acceptable to IREL / Reserve Bank of India which has to be confirmed by State Bank of India including its subsidiaries or any Nationalized Bank in India. BG issued from Co-operative banks shall not be accepted. The BG is to be submitted strictly as per Format-I of Annexure enclosed with this tender document. The Bank Guarantee for EMD shall also have provision for extension by the banker upon request by the bidder. The bidder shall arrange for extension of validity upon request from IREL. Further, the genuineness of the BG shall be checked from the issuing bank by us.

15.6 Exemption from payment of EMD:

Public Sector Undertakings, State Government Undertakings are exempted from payment of EMD subject to approval of our Competent Authority. MSME/Small Scale Industries (SSI) with current valid registration with State or Central Govt. are also exempted from payment of EMD (after ensuring that the registration in case of SSI) pertains to the class of items/ stores/ works for which the tender is floated) subject to approval of our Competent Authority.

In case bidder seeks exemption from payment of the EMD as per tender provision, necessary documents is to Emailed to purchase-os@irel.co.in / sent vide Post addressed to SM(Materials) so as to reach us well before the closure date of e tendering event failing which IREL reserves the right to reject the tender/ forbid from participation in the e tender.

15.7 The earnest money shall be dealt with as follows:

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

15.8 EMD is liable to be forfeited if:

- a) The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
- b) The tenderer fails to accept the order when placed or fails to commence supplies/ works after accepting the order.
- c) In case bidder submits false/ fabricated documents.
- d) In case bidder fails to submit SD within 30 days of receipt of order.

16.0 SECURITY DEPOSIT, PERFORMANCE BANK GUARANTEE & RETENTION MONEY

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

The SD shall not bear any interest, and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order. Additional amount of SD due to enhancement in scope of work is to be submitted by the successful tenderer.

16.2 Exemption from payment of SD:

Public Sector Undertakings, State Government undertakings, MSME/Small Scale Industries with current valid registration with State or Central Government ensuring that the registration (in case of MSE registered with NSIC) pertains to class of items/stores/works for which the tender is floated, may be exempted from payment of SD upto the monetary limit as specified in the registration certificate.

16.3 RETENTION MONEY

In contract, where payment is made on progressive billing of supply made/ work executed, 5% of the bill value is to be retained at the time of making payment towards rectification/ defective work/ supply made as retention money.

16.4 SECURITY DEPOSIT & RETENTION MONEY

The total SD and retention money together towards performance guarantee shall not exceed 10% of contract value.

16.5 REFUND OF SD & RETENTION MONEY

- (i) Before releasing SD or retention money in respect of supplies/ works, a No Due Certificate shall be issued by EIC/ OIC duly countersigned by head of the department after ensuring that no amounts are recoverable from the supplier/ contractor.
- (ii) EIC/OIC shall recommend release of SD and retention money after compliance by the contractor towards guarantee/ warranty/ performance guarantee & other related clauses as stipulated in the purchase/ work order and on submission of formal claim by supplier/contractor.
- (iii) On receipt of No dues certificate from EIC/OIC, SD or retention money retained in the form of B.G and/ or cash shall be refunded at the earliest, if the contractor is not liable to pay any money to IREL under any other contract.

16.6 FORFEITURE OF SD & RETENTION MONEY

The SD & retention money shall stand forfeited in favour of IREL, without any further notice to the contractor in the following circumstances:

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

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

The MSEs registered with National Small Industries Corporation (NSIC) are eligible for the following benefits:

- (a) Issue of tender document free of cost
- (b) Exemption from payment of Earnest Money Deposit
- (c) Waiver of Security Deposit up to the monetary limit for which the unit is registered.
- (d) Price preference up to 15% over the quotation of large scale units.

The MSEs are required to **submit valid Registration Certificate** issued by NSIC along with tender. MSEs claiming the above benefits have to exclusively mention in their offer for consideration by IREL.

17.1 Price preference: Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

17.2 Special provisions for Micro and Small Enterprises owned by Scheduled Castes or Scheduled Tribes:

Out of 20 per cent target of annual procurement from Micro and Small Enterprises, a sub-target of 20 per cent (i.e., 4 per cent out of 20 per cent) is earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs. Provided that, in event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent sub-target for procurement earmarked for Micro and Small Enterprises owned by Scheduled Caste or Scheduled Tribe entrepreneurs shall be met from other Micro and Small Enterprises.

18.0 Effect and validity of bid:

- (i) The submission of any bid connected with these documents and specifications shall constitute an agreement that the bidder shall have no cause of action or claim against IREL for rejection of his bid.
- (ii) The tender shall be valid for a period of **180 (One Hundred Eighty days) from the date of opening of techno-commercial bids.**

19.0 RIGHT TO REJECT THE TENDER:

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

20.0 INSPECTION OF SITE AND OTHER CONDITIONS:

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

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

21.0 NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:

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

22.0 RISK PURCHASE CLAUSE

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

23.0 RELATED PARTY:

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

24.0 LEGAL JURISDICTION:

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

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

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

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

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

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

<p>Sri D Singh, Chairman & MD Indian Rare Earths Ltd 1207 VS Marg,Prabhadevi Mumbai 400 028 Ph.022-24225778 Email: cmd@irel.co.in</p>	<p>Sri Sanjay Banga, IES Chief Vigilance Officer Indian Rare Earths Ltd 1207 VS Marg,Prabhadevi Mumbai 400 028 Ph.022-24221068 Email: cvo@irel.co.in</p>
<p>or Sri A K Mohapatra, CGM & Head, OSCOM, Indian Rare Earths Limited,OSCOM, PO-Matikhalo, Dist-Ganjam, Orissa-761045. Ph: 06811-257890-95 Email: headireo@sancharnet.in</p>	

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

Thanking you,
For Indian Rare Earths Ltd,

CM (Materials)

26.0 **UNDERTAKING TO BE SUBMITTED BY TENDERER**

Date:

To

**M/s. Indian Rare Earths Ltd
OSCOM, Matikhalo-761045.**

I/ We am/are a Vendor/Customer of Indian Rare Earths Limited.

I/We agree and undertake:

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

Signature: ..

Name: ..

Address (with seal): ..

PRE-QUALIFICATION OF TENDERER

Prequalification criteria of the bidder are as follows:

Tenderer should meet the following minimum pre-qualification criteria:

(i) Technical competence:

Should be experienced in having successfully executed similar works as detailed below in CPSUs / Central Govt. Dept./ State Govt./ Semi- Govt./ Autonomous bodies or private organizations during **last seven (7) years ending January 2017** and meeting the value requirement as below

Execution of at least one order for %imilar work for a value of not less than Rs 33.04 lakhs+

OR

Execution of two orders for %imilar works for a value each not less than of Rs 20.65 Lakhs+

OR

Execution of three orders for %imilar works for a value each not less than of Rs 16.52 Lakhs+

Definition of Similar work(s): Execution of manpower supply/ maintenance /operation contract.

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

(ii) Financial Soundness :

Average Financial turn over **during last three years ending March 2016 shall not be less than Rs 12.39 lakhs.** Financial Statements / IT Returns for the above periods is to be submitted. In case of Public/ Private Limited companies, Published annual accounts will be accepted.

Documents against the Pre-qualification criteria as above complete in all respect must be attached as per 10.0 & 11.0 of **“INSTRUCTION TO BIDDERS W.R.T PARTICIPATION IN E-TENDERING EVENT”**. Failure to compliance of above shall make the bid incomplete and as such it shall be rejected.

In addition, the hard copy of the said documents may be submitted separately by post in a sealed envelope superscribed as **“Pre-Qualification Documents against e tender No. _____”** so as to reach us three days prior to closing of event.

In the absence of receipt of Pre-qualification criteria, the offer will not be considered under any circumstances.

GENERAL REQUIREMENTS:

Tenderer should attach the following documents as per 10.0 & 11.0 of **“INSTRUCTION TO BIDDERS W.R.T PARTICIPATION IN E-TENDERING EVENT:**

- (1) Copy of PAN as per I.T. Act 1961.
- (2) Copy of Central Sales Tax Registration/ TIN.
- (3) Copy of Service Tax Registration
- (4) Copy of EPF Registration
- (5) Copy of ESI Registration

Defaulting parties i.e. who have defaulted in execution of contracts at IREL,OSCOM shall not be considered. Successful bidder has to engage local people residing around IREL,OSCOM within 6 Kms radius and in case of non-availability, they have to take permission of EIC for bringing manpower from other parts of Odisha state only.

EVALUATION BASIS FOR TENDER:

- (i) Evaluation of the technically qualified offers as per pre-qualification criteria shall be done based on the total landed price at IREL, OSCOM.
- (ii) Evaluation shall be done on overall L-1 basis after taking net off Cenvat Credit, wherever applicable.

Techno- Commercial Terms for response by the participating bidders:

Sl No.	Techno- Commercial Terms	Response
1	Bidder agrees to all the terms and conditions of the tender document without any deviation including payment terms	AGREE
2	Bidder agrees to execute the work strictly as per the technical specifications and also to comply to the statutory requirements as required for execution of the work.	AGREE
3	Bidder agrees to submit all the documents as called for in PQ Criteria in Part-II	AGREE
4.	Bidder agrees to submit all documents as per General Requirements as stated in Part-II	AGREE
5.	In case Bidder happens to be Central / State PSU or happens to be MSE registered with NSIC and are interested in waiver from EMD submission, relevant self attested scanned copy of certificates like Udyogaadhar, NSIC Registration Certificates etc. are to be submitted.	AGREE
6.	Bidder agrees to submit the signed scanned copy of the Undertaking as called for in Sl no. 26.0 of Part-I	AGREE
7.	Contact details i.e. Name & Designation of the Contact person Address Phone no. Email	Remarks

GENERAL CONDITIONS OF CONTRACT (GCOC)

PURPOSE:

This document shall accompany and be a part of the contract entered into by Indian Rare Earths Limited for the tendered item/job. These general conditions are complementary to the Tender Documents, Drawings, Specifications, etc. Anything appearing in one shall be construed the same as appearing in the other unless specifically explained therein.

1. DEFINITIONS AND INTERPRETATIONS

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

1.1 CONTRACT

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

1.2 IREL:

Shall mean INDIAN RARE EARTHS LTD., India and shall include its legal representatives, successors and permitted assignees.

1.3 SITE

Shall mean the place in which the operations/services are to be carried out or places approved by IREL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.4 IREL'S SITE REPRESENTATIVE/ ENGINEER

Shall mean the person or the persons appointed by IREL from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

1.5 CONTRACTOR:

Shall mean any person/ persons/ firm/ company etc. to whom work has been awarded and whose bid has been accepted by IREL and shall include its authorized representatives, successors and permitted assignees.

1.6 SUB-CONTRACT:

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of IREL on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

1.7 SUB-CONTRACTOR:

Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of CONTRACT has been sublet by the CONTRACTOR after necessary consent of IREL.

1.8 CONTRACTOR'S REPRESENTATIVE

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the IREL as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

- 1.9 **CONTRACT PRICE**
Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by IREL and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on IREL for any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by IREL.
- 1.10 **DAY**
Shall mean a calendar day of twenty-four (24) consecutive hours beginning at 0000 hours with reference to local time at the site.
- 1.11 **EQUIPMENT/MATERIALS/GOODS:**
Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the IREL for/under the CONTRACT and amendments thereto.
- 1.12 **WORKS / OPERATIONS:**
Shall mean all work to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT.
- 1.13 **GUARANTEE:**
Shall mean the period and other conditions governing the warranty/ guarantee of the works as provided in the CONTRACT.
- 1.14 **MOBILISATION:**
Shall mean rendering the resources as per CONTRACT and ready to begin work at site designated by IREL and IREL's acceptance in this regard. The date and time of IREL's acceptance will be treated as the date and time of mobilisation.
- 1.15 **DEMOBILISATION:**
Shall mean the removal of all things forming part of the mobilisation from the site of IREL. The date and time of above shall be treated as the date and time of de-mobilisation.
- 1.16 **FACILITY:**
Shall mean all property of the IREL owned or hired by IREL.
- 1.17 **SINGULAR/ PLURAL WORDS:**
Save where the context otherwise requires, words imparting singular number shall include the plural and vice versa and words imparting neutral gender shall include masculine or feminine gender and vice versa.
- 1.18 **GROSS NEGLIGENCE**
Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property,
- 1.19 **WILLFUL MISCONDUCT**
Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the CONTRACT with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

2.0 **ENGINEER-IN-CHARGE(EIC)/ OFFICER-IN-CHARGE(OIC):**

The Engineer-in-charge/ Officer-in-Charge shall have authority for General supervision, Follow up of supply and direction of the work direction to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract to reject all works/ materials/services which do not conform to the contract.

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

3.0 **Singular and Plural**

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

4.0 **CONFLICT AND INTERPRETATION OF DOCUMENTS:**

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

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

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

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

5.0 **CORRESPONDENCE:**

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

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

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

6.0 **Standards**

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

7.0 **Scope of Order and Specifications**

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

8.0 Inspection of site

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

9.0 DEATH, BANKRUPTCY ETC.:

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

10.0 ASSIGNMENT AND SUBLETTING:

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

11.0 FORCE MAJEURE:

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

12.0 DUTIES AND POWER /AUTHORITY :

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

- (i) Overall supervision, co-ordination at site
- (ii) Proper utilisation of equipment and services.
- (iii) Monitoring of performance and progress
- (iv) Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.

- (v) He shall have the authority, but not obligation at all times and any time to inspect/ test/ examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- (vi) Each and every document emerging from site in support of any claim by the contractor has to have the countersignature/ comments of the IREL's representative/ engineer without which no claim will be entertained by the IREL.

12.2 CONTRACTOR's representative:

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

13.1 CONTRACT DOCUMENT :

13.1 Governing language:

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

13.2 Modification in CONTRACT:

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

13.3 Waivers:

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

14.0 Alteration of specifications, patterns and drawings:

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

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

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

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

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

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

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

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

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

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

16.0 Secrecy

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

17.0 Indemnity

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

18.0 DISCIPLINE:-

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

maximum of 7 working days to replace the person by competent qualified person at CONTRACTOR's cost.

19.0 SAFETY AND LABOUR LAWS:-

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued thereunder from time to time. All safety and labour laws enforced by statutory agencies and by IREL shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

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

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

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

20.0 Accident or Injury to Workmen

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

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

21.0 INSURANCE:-

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

22.0 TERMINATION

22.1 Termination on expiry of the CONTRACT

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

22.2 Termination on account of force majeure

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

22.3 Termination on account of insolvency

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

22.4 Termination for unsatisfactory performance

If IREL considers that the performance of the CONTRACTOR is unsatisfactory or, not upto the expected standard, the IREL shall notify the CONTRACTOR in writing and specify in detail the

cause of such dissatisfaction. The IREL shall have the option to terminate this Agreement by giving 30 days notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the IREL.

22.5 Termination for delay in mobilisation

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

22.6 Consequences of termination

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

i. IREL shall conduct an inquiry against the Contractor and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the Contractor, then they shall be put on holiday [i.e neither any tender enquiry will be issued to such a Contractor by IREL against any type of tender nor their offer will be considered by IREL against any ongoing tender(s) where contract between IREL and that particular Contractor (as a bidder) has not been concluded] for a period of two years from the date the order for putting the Contractor on holiday is issued.

However, the action taken by IREL for putting that Contractor on holiday shall not have any effect on other ongoing contract(s), if any with that Contractor which shall continue till expiry of their term(s).

ii. Pending completion of the enquiry process for putting the Contractor on holiday, IREL shall neither issue any tender enquiry to the defaulting Contractor nor shall consider their offer in any ongoing tender.

23. **CHANGE IN LAW:**

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

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

23.3 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Works/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the date of

submission of Price Bid or revised price bid, if any, for the this CONTRACT shall be to CONTRACTOR's account. Any increase / decrease in the net amount of such duties, taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services / input) after the date of submission of bid but within the contractual completion / mobilization date as stipulated in the CONTRACT will be to the account of IREL.

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

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

24.0 **EMPLOYMENT LIABILITY:**

i. The Agency shall solely and exclusively be responsible for engaging or employing persons for the execution of this work. All employees engaged by the Agency shall be in its pay roll and be paid by them. IREL will have no liability whatsoever concerning the workmen engaged for this service of the Agency. The Agency shall indemnify IREL against any loss/damage/liability arising out of in the course of its employing persons or out of relations with its employees. The Agency shall make regular and full payment of wages along with statutory dues in cash in the presence of the representative of IREL to the workmen within 7th of the following month irrespective of whether the Agency has raised the bill or not and furnish necessary documents whenever required by the competent authority. The agency shall comply with all Acts, Laws and Regulations applicable to the area with regard to performance of the work and including, Minimum Wages Act, 1948, Contract Labour (R&A) Act, 1970, Workmen's Compensation Act, 1923 Industrial Dispute Act, 1947 and take such steps as may be deemed necessary in this regard. It shall be directly responsible for any dispute arising between them and their personnel and keep IREL OSCOM indemnified against losses, damages or claims arising thereof.

ii. In case of complaint of non-fulfillment of any obligation under the contract, IREL reserves the right to with hold the payments due to them and out of such amount or amount of security held, if any or amounts likely to fall due to them (but with out obligation to do so) to make such payment as it may consider necessary for smooth and unhindered working.

iii. There will be no relations of employer and employee between our IREL and the personnel so engaged by Agency under the contract and no claims for any employment in IREL will be entertained or tenable. It shall be the sole responsibility of the Agency to regulate and effect any terms of employment with the engaged persons without any liability whatsoever to the IREL.

25.0 **Disputes :**

All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by an arbitrator to be appointed by the Chairman & Managing Director of IREL. Proceedings as per Arbitration and Conciliation Act, 1996 will be conducted. No objection shall

be raised on the ground that the Arbitrator so appointed is an employee of IREL or is one of the parties to the contract himself or that the persons who appointed had to deal with the matters to which the contract relates in his official capacity. The contractor shall not in any way delay or default or cause to delay or default the carrying out of the Works by reasons of the fact that any matter has been agreed to be referred to and/or referred to Arbitration. The seat of arbitration will be at Chatrapur, Ganjam and only the appropriate Court coming under High Court of Orissa will have jurisdiction to entertain all matters of litigation to the exclusion of all other courts.

26.0 Security regulations

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

27.0 NOTICES:

27.1 Service of notices on contractor

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

27.2 Service of notices on Company

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

SPECIAL CONDITIONS OF CONTRACT

1.0 DURATION OF THE CONTRACT:

This CONTRACT shall remain valid for a period of 12(twelve) months from the date of placement of Order. IREL reserves the right to place repeat order for an additional period of 12(twelve) months if the performance of the successful tenderer is found to be satisfactory. However, IREL reserves the right to terminate the contract at any time before the expiry of the normal tenure in case service is found to be deficient/ unsatisfactory.

2.0 DELAY IN MOBILISATION AND LIQUIDATED DAMAGES

(a) CONTRACTOR (successful bidder) shall mobilize and deploy the required manpower and the complete equipments if called for so as to commence the services at the specified site (s) within a **maximum of 15 days from the date of order.**

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

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

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

(e) Further, during the contract period in case of unauthorized absence/ non deployment of requisite manpower as called for in the tender the Liquidated damages shall be calculated at the end of the contract as per the rate indicated in (c) above subject to a maximum LD recovery of 5% of the contract value.

3.0 PAYMENT OF MINIMUM WAGES:

The tenderer should note that Wages paid to the worker by the contractor should not be less than the rates notified by the Chief Labour Commissioner (Central), from time to time with regard to the minimum wages applicable to the respective categories of worker. In case of revision of the wages, the successful tenderer shall have to pay the minimum wages at the revised rate without fail, for which they will be allowed to get the differential amount along with Statutory dues thereof, if any, reimbursed, on the certification of the authorised representative nominated by the IREL for the purpose of witnessing the wage payment. Minimum rate of wages which prevailed on the date of opening of the techno-commercial bid will be considered as the base for the agency, which is paying notified minimum wages.

The worker should be paid on or before the 7th of the subsequent month. if 7th falls on a holiday or weekly off day, the payment should be made one day prior to that. Payment of PF for the month, both the employer's (in this case contractor) and employee's (in this case workmen employed by the contractor) contributions should be deposited in the bank in the permanent PF/ESI code number and challan obtained before 15th for PF & 21st for ESI of the subsequent

month and forwarded to the Engineer/Officer. In case of failure of the contractor to comply with any of the above, the following action will be taken by IREL, OSCOM.

Sl No	LAPSE	ACTION BY IREL, OSCOM.
1	a) Payment of wages at rates less than those notified under the minimum wages.	a) An amount equivalent to the differential amount between wages to be paid under minimum wages notification of the Govt. applicable for the period less actual wages paid shall be recovered from the bills as certified by the Engineer/Officer.
	b) Non-payment of ad-hoc amount	b) An amount equivalent to actual payable towards ad-hoc amount to the workmen engaged for relevant period shall be recovered from the bills as certified by the Engineer/Officer.
2	Non -payment of wages	An amount equivalent to wages payable by the contractor applicable for the relevant period shall be recovered from the bills as certified by the Engineer/Officer.
3	Non Payment of PF & ESI	Recovery of PF/ESI amount and an amount equivalent to maximum penalty leviable by Regional Provident Fund Commissioner for the delayed period under the provisions of ESI ,EPF& MP Act and Rules for delayed remittance of PF contributions (both the employee's and employer's contribution), shall be recovered from the bills of contractor as certified by Engineer/Officer.
4	Delayed Payment of PF & ESI	An amount equivalent to maximum penalty leviable by Regional provident Fund & ESIC Commissioner for the delayed period under the provisions of ESI, EPF& MP & Act and rules for delayed remittance of PF contributions (both the employee's and employer's contribution), shall be recovered from the bills of the contractor as certified by Engineer/Officer.

Note: The final authority for enforcement/ waiver of the above penalties lies with the Chief General Manager & Head OSCOM.

4.0 **PAYMENT TERMS:**

The Agency shall have to raise monthly bills and the 95% payment towards services shall be made per month, effective within 30 days after receipt of their running account (RA) bills and after certification by Officer in charge. The amounts to be made per month shall be kept firm during the contract period and any request for enhancement of the rates due to any reason other than owing to increase in minimum wages by Government shall not be entertained.

Balance 5% along with SD shall be returned **three months after completion of the contract** on submission of no due clearance.

The bills are to be submitted in triplicate in respect of a particular month in the first week of the next month and the payment shall be made after deduction of taxes deductible at source under the law in force.

It is mandatory for the agency to ensure that the bill submitted for the respective months must be supported with the documents confirming the EPF, ESI contribution along with documentary evidence confirming the payment done to the manpower.

Payment to the agency would be strictly on certification of OIC w.r.t satisfactory services of the manpower engaged by them and as per the attendance during the month. The bill is to be supported with monthly attendance sheet duly certified by OIC.

The Agency shall have to submit the final bill within 40 (Forty) days from the date of completion of the contract. The final bill is however not considered clean unless in addition to the details mentioned in the preceding sub-clause as applicable to the final measurements, the following additional details are also furnished.

%Confirmation from EIC/OIC that there are no dues payable to any outside agencies by you+.

EIC/ OIC to check the bill within 20 days after its receipt and return the bill to contractor for corrections, if any. The Contractor is to re-submit the bill, with corrections within 20 days of its return by the EIC/ OIC. The re-submitted bill is to be checked and payment shall be made within 30 days of its receipt.

5.0 MODE OF PAYMENT:

All payment shall be released after deducting the following:

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

Technical Specifications

SPECIFICATION FOR SUPPLY OF SKILLED & UNSKILLED MANPOWER

4.1 Introduction:

IREL is in the process of setting up a new plant in the Tampara area of North Sector to carry out the dry feed operation of plant through outsourcing of skilled/un skilled manpower.

4.2 SCOPE:

The scope of work of the outsourced manpower are described as follows but not limited to the scope mentioned below;

- (i) Before participating the tender the party has to be acquainted with the local conditions prevailing there including socio-political situation. Party has to take appropriate steps/measures to ensure smooth functioning of the contract.
- (ii) The scope of work shall be hiring of services of high skilled (multi diversified) manpower for mining plant for assisting the plant in charge in the field of operation and maintenance of equipments. These multi diversified group shall constitute an integral part of the statutory requirement under the provision of Mines Act 1952. They shall carry out the job as per the procedure laid down under different statute. Apart from the statutory requirement they shall also carry out other jobs / services deemed necessary for successful execution of the contract for enhanced reliability, efficiency and availability of the plant and equipments are supposed to be a part of scope of work. The contract requires the engagement of 10 manpower, categorically 5 Mining Mate, 3 Mines Foreman, 1 Electrical supervisor and 1 Mechanical Foreman to be deployed by the successful bidder: **The above mentioned manpower shall be outsourced only from the local area, within a radius of 6km from IREL with a view to encouraging the local skill and to maintain harmonious relation with the neighbors. If suitable manpower for mining mate and mines foreman are not found in the local area, they shall be hired from the other part of the state only.**
- (iii) **The contract shall be valid for a period of 12 months and shall be subjected to extendible with same terms and condition for another terms.**

4.3 TENTATIVE WORKS TO BE CARRIED OUT BY PERSONS;

- (i) Supervision of operation and maintenance of plant, machinery and equipments there in the plant.
 - The above manpower shall perform the duties of shift in charges, supervisors and maintain the diary for fulfilling the statutory requirement.
 - Supervisors shall ensure that all the operations including maintenance activities are carried out in a safe manner as per the procedure laid down in statute or as per the guide lines framed by IREL.
 - Supervisors shall ensure that the provisions of Rules and Regulations are followed by the manpower working under them.
 - The supervisors shall also be engaged in the operation of the plant and works to be carried out by them as directed by EIC.
 - Keep the records of materials transported as directed by EIC.
 - Maintain the daily log book.
 - Practice good housekeeping.
 - Co-coordinating with EIC or IREL officials for smooth functioning of plant.
 - Ensuring safety norms at site.
 - Inspection of pumping site, tails disposal area, equipments, unloading site, and other field installations regularly and keeping records thereof.
 - Material planning.
 - Preparation of maintenance schedule.

- Maintenance planning and execution of process, electrical and mechanical maintenance activities of the plant.
 - Keeping record of all incoming and outgoing materials.
 - Spares management.
 - Condition monitoring of the plant, machinery and equipments on daily basis and keeping records thereof.
 - Assisting mine engineers in day to day operation/maintenance and compliance of statutory requirement
 - Filling of statutory Records.
- (ii) Inspection of loading site, dumping site, tails disposal area, booster pumps, water pumping stations or any other instruction given by EIC or Mines Manager from time to time
- (iii) The contract requires engagement of the following manpower by the successful bidder on regular basis at site of work and report to the EIC. The plant operation will be carried out on round the clock basis; hence the manpower needs to come in regular shift duty as assigned by the plant in charge/EIC/Mines Manager from time to time. The person shall be engaged in A, B, C, and G shift to perform their duties.

Required Qualification, Experience and Maximum age limit of manpower:

Sl. No	Category	Requirement	Educational qualification	experience	Maximum age limit
1	Mining Mate	5	Should have possessed valid mining mate certificate issued by DGMS under MMR1961.	03years	35 years
2	Mines Foreman	3	Diploma in Mining Engg with Valid Foreman Certificate issued by DGMS under MMR1961	02 years	30 years
3	Mechanical Foreman	1	Diploma in Mechanical Engg	03 years	30 years
4	Electrical Supervisor	1	Diploma in Electrical Engg with electrical supervisor competency certificate	02years	30 years

4.4 General Requirements, Terms and Conditions:

- a) The skilled manpower engaged shall have above mentioned qualification from a recognized institute in above mentioned discipline and have prescribe qualification and experience in the field of mines/industry/ processing plant/maintenance of mechanical and electrical equipments.
- b) The manpower will be engaged in different area of SMP plant like electrical maintenance and mechanical maintenance or any other area as directed by the engineer-in-charge or plant-in-charge from time to time.
- c) The shift wise (A, B, C & G) high skilled manpower required shall be given by the EIC. The shift requirement is liable to change depending on the plant requirement, and plant in-charge shall inform in writing about the changes in manpower deployment if any required or as per the allotment made by EIC excluding leave.
- d) Mere selection of persons by contractor can't claim the finalization of manpower and EIC's selection of manpower is final.

- e) If the performance of the high skilled manpower is found to be unsatisfactory as reported by the EIC/Plant-in-charge the same has/have to be replaced with a new person having sufficient relevant experience as mentioned above.
- f) The maximum age limit of the high skilled manpower shall be 35 years.
- g) The manpower to be engaged should be preferably well conversant with swimming.
- h) The SMP operation will be continuing round the clock (24x7) hence the man power will be required to attend 7 (Seven) days in the three relay shifts or as directed by the EIC/Plant-in-charge, for uninterrupted functioning of SMP.
- i) The tenderer shall ensure that high skilled manpower is available in each shift as per the shift schedule provided by EIC/Plant-In-charge. In the event of absence of reliever the manpower available shall continue to next shift with an extra wage at the same rate payable to him. That will be counted as another man days.
- j) The high skilled manpower engaged in a particular job may/shall be diverted for any other job to be assigned by the Shift-in-charge/Plant-in-charge as per the plant requirement.
- k) The high skilled manpower shall have to attend the breakdown jobs immediately. Any materials/ spares required shall be arranged in consultation with the plant in charge. .
- l) Safety appliances like helmet gumboot, goggles, hand gloves etc. or any other item required during plant operation for the high skilled manpower shall be provided by the tenderer at no extra cost to IREL.
- m) Payment will be made on the basis of the total manpower engaged and duly certified by the engineer-in-charge /Plant-in-charge.
- n) The contractor shall have to maintain all statutory records as required under the Contract Labour Regulation and Abolition Act, Payment of Wages Act, Minimum Wages Act, Mines Act etc. and the statutory returns to be submitted to the Mining Department/Statutory bodies as required under these Acts and Rules.
- o) Payment to contractor's workers including leave with wages shall be made through bank only.
- p) The contractor shall arrange all the tools and tackles required for the maintenance and operation of the plant. At no point of time, maintenance and operation shall suffer for the want of tools and tackles.
- q) If the performance of the party is found satisfactory, we may extend the offer for another period of 12 months with same term and conditions.
- r) IREL reserves the right to accept or reject the person selected for the work. If IREL rejects the person, the reason for rejection of the person shall not be disclosed to others and fresh person shall be engaged at site within seven (7) days.

4.4 OTHER TERMS AND CONDITIONS:

- 1.0 All services shall be performed by the manpower in performing such services as per the criteria given above.
- 2.0 The manpower engaged by the Agency must not have any adverse Police records/ Criminal cases against him. The agency would be responsible to make adequate enquiries about the character and antecedents of the manpower before their engagement for the purpose. The Character and antecedents of the manpower will be got verified by the Service provider before their deployment through the local police. Proofs of identity like Aadhar Card, Voter Identity Cards, Driving license, bank account details, previous work experience, proof of residence, recent photographs and certification to this effect should be submitted to IREL,OSCOM.

- 3.0 The Service Provider will also ensure that the manpower deployed are medically fit. The Service provider shall withdraw such manpower who is not found to be suitable by OIC for any reason immediately on receipt of such a request from IREL.
- 4.0 The Service provider shall engage necessary manpower as required by IREL from time to time. The said manpower engaged by the Service Provider shall be employee of the Service Provider.
- 5.0 Minimum wages as prescribed by Government of India from time to time shall be payable to the personal deployed for services to the company by the Service Provider. Any future increase in the minimum wages by Government resulting in the total financial implication would be reimbursable to the contracting agency. It shall be duty of the Service provider to pay their salary/ wages in time i.e. before 7th day of every month. There is no master and servant relationship between the employee of the Service Provider and IREL,OSCOM and further the engaged manpower of the Service Provider shall not claim any absorption.
- 6.0 The Service Provider's personnel shall not claim any benefit/ compensation/ regularization of services form IREL under the Industrial Dispute Act,1947 or Contract Regulation & Abolition Act,1970. Undertaking from the persons to this effect shall be required to be submitted by the Service Provider to IREL.
- 7.0 The Service Provider's manpower shall not divulge or disclose to any person of any details of Office, operation, process, technical knowhow, security arrangements and Administrative / organizational matters as all are confidential/ secret in nature.
- 8.0 The Service Provider's manpowers working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of IREL. The Service Provider shall be responsible for any act of indiscipline on the part of the manpower deployed by him.
- 9.0 It shall be ensured by Service Provider that the manpower deployed shall not be below the age of 18 years and it shall not interfere with the duties of the employees of IREL.
- 10.0 The Service Provider will have to remove from the office, any debarred persons, who is found to be incompetent or for his/her/their misconduct and the Service Provider shall forthwith replenish such requirements. The Service Provider shall replace immediately the manpower, if he/ she is unacceptable to IREL because of any security risk, incompetence , conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from IREL
- 11.0 The Service Provider shall ensure proper conduct of the manpower in the office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- 12.0 The transportation, food, medical and statutory requirement in respect of the manpower of the Service Provider shall be borne by Service Provider.
- 13.0 It shall be the responsibility of the Service Provider to ensure disbursement of wages in presence of Authorised representative of IREL.
- 14.0 It is obligatory on the Service Provider to ensure that the wages paid should not be less than the minimum rates fixed by Government from time to time and all statutory requirements such as Provident Fund/ ESI and Bonus etc. must be incorporated in salary. In the event of salary paid through bank to the manpower, a true/ photocopy of cheque deposited shall have to be procured to EIC.
- 15.0 The Service Provider shall have to provide a substitute well in advance if there is any probability of the manpower leaving the job due to their own personal reasons. The payment in respect of the overlapping period of the substitute shall be responsibility of the Service Provider.
- 16.0 The Service Provider shall be accessible at all times and message by Phone/ mail/ fax/ Special messenger from IREL to him/her shall be acknowledged immediately on receipt of the same day. The Service Provider shall strictly observe the instructions issued by IREL implementing the contract from time to time.

- 17.0 IREL shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged manpower.
- 18.0 That the Service Provider on its part and through its own resources shall ensure that the goods , materials and equipments etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for the act of commission or omission on the part of its staff or its employees etc. if IREL suffers any loss or damage on account of negligence, defaults or theft on the part of the manpower of the agency, then the agency shall be liable to reimburse the pecuniary value of the loss , as decided by IREL for the same. The Service Provider shall keep IREL fully indemnified against any such loss or damage.
- 19.0 The agreement can be terminated by either party giving one month's notice in advance. If the Service Provider fails to give one month's notice in writing for termination of the agreements then one month's wages etc. and any amount due to the Service Provider from IREL shall be forfeited.
- 20.0 On the expiry of the agreement as mentioned above, the Service Provider will have to withdraw the manpower and clear their accounts by paying them all their legal dues. In case of any dispute on account of termination of employment or non-employment by the personnel of the Service Provider, it shall be the entire responsibility of the Service Provider to pay and settle the same.

5.0 SCHEDULE OF PRICE

LOT No.	Description	UOM	Qty	Unit rate per UOM
01	Lumpsum Services charges towards engagement of 10 nos. of highly skilled manpower exclusive of Service Tax	Lumpsum	1	a

SERVICE TAX SHALL BE PAID EXTRA AS APPLICABLE

SI No.	Description	Highly Skilled manpower (10 nos.)
1	Minimum Wages(as on 19.01.2017)	610.00
2	EPF @ 13.61% of minimum wages	83.02
3	ESI @ 4.75% of minimum wages	28.97
4	Bonus @ 8.33%	50.81
5	Holiday wages @ 3.83% of minimum wages	23.36
6	Leave wages @ 4.79% of minimum wages	29.21
7	Retrenchment compensation (4.79%)	29.21
8	TOTAL fixed charges per manday	854.58
	Total mandays considering 365 days in a year from each category	3650
9	TOTAL fixed charges	31,19,217.00
	TOTAL FIXED CHARGES	
10	Service Charges in Rs LUMPSUM	a (amount to be quoted)

Total contract price = Rs 31,19,217/- + a + applicable Service tax.

NB:

- The tenderer has to quote the Service Charge only. Any future increase in the minimum wages by Govt. of India resulting in increase in the total financial implication would be reimbursed to the agency on submission of proof of payment to the manpower.
- Total man days calculated per head per year is 365. Payment shall be made based on the actual nos of days worked on the plant.
- The total tenure of the contract is for a period of 12 (twelve) months. If the performance of the party is found satisfactory the offer may be extended for another term with same terms and condition of the contract.

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

1.0 Statutory registrations and clearances – Pre-Requisites

Contractor shall commence the work only after obtaining the following:

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

2.0 Contractor shall ensure following while executing contract.

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

3.0 Appointment and termination of workers by contractor

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

4.0 Leave with wages

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

4.5 Contractor shall maintain leave record register.

5.0 Attendance Card

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

6.0 Statutory obligations

6.1 Contractor shall engage only adult workers who have attained the age of 18 years and female workers shall not be employed between 7 PM to 6 Am on all days including Sundays and Holidays.

6.2 Contractor shall observe local laws. As far as possible unskilled workers shall be engaged from the local areas only in which work is being executed.

6.3 Contractor shall not employ any inter-state migrant workmen as defined in the Inter-State Migrant Workmen Act in the establishment except by prior permission of the Principal Employer.

6.4 Contractor shall observe Provisions of the Mines Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee.

6.5 In case a contractor employs women as his employee, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of creche facility, grant of maternity leave as per rules etc.

6.6 Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the payment of Gratuity Act, will be the sole responsibility of the contractor.

7.0 PF & ESI Contribution & Returns

7.1 Contractor shall remit Provident fund contribution of employee's together with Employer's within 15 days from the date of disbursement of wages to his employee. Monthly and annual returns in 3A & 6A prescribed forms should be submitted to the RPFC office. Present rate of employer share of PF is 13.61% and employee share is 12%.

7.2 Contractor shall remit ESI contributions of employee's together with employer's within 21 days of the last day of the calendar month in which the contribution falls due and shall send a return of contribution in Form 6 before 12th May and 12th November of every year along with receipted challans to ESI office. Present rate of employer share is ESI 4.75% and employee is 1.75%

7.3 Contractor shall submit a copy of latest PF& ESI returns and inspection reports from statutory authorities alongwith a copy of challans for having deposited PF & ESI contributions every month.

7.4 Contractor shall submit following Certificate for each contract separately every month.

It is certified that PF challans of the amount ----- pertains to my workers whose names are appearing in the wage sheet of the month ----- and these workers are engaged in ----- (type of work) against work order no. ----- in ----- (name of department).

Signature of Contractor

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

7.5 Contractor shall fully comply all other formalities as per the PF & ESI statutory provisions and submit a copy of the same for replying to Statutory authorities in case of any complaints.

8.0 Medical care in case of accident

- 8.1 It is the responsibility of contractor to undertake necessary care and make arrangement for transportation and treatment of his employee at ESI Hospital or any tie up hospitals of ESIC.
- 8.2 Contractor should assist and guide his employees for claiming lawful benefits from ESI.

9.0 Supervision

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

10.0 Payment of wages

- 10.1 Payment shall be made by the contractor to his employees as per their category & nature of work, which shall not be less than the rates declared from time to time under Minimum Wages Act, by Govt. of India.
- 10.2 Over and above the daily wage rate, payment shall be made for leave with wages.
- 10.3 Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorised representative of contract operating division who shall record under his signature at the end of entries in the Register of wages in the following form
%Certified that the amount shown in column no. ò ò ò . has been paid to the workers concerned in my presence on date ò ò ò ò .. at time ò ò ò ò ..+

Signature of representative

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

11.0 Safety and disciplinary action

- 11.1 Contractor shall ensure that his employee does not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the contractor failing which the contract operating division will provide safety equipment to such employee of the contractor at the cost of the contractor to be recovered from his bills. Contractor shall fully indemnify IREL against any claim for damages for injury to person or property resulting from such accidents.
- 11.2 Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.
- 11.3 Contractor will be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advise of Contracting officer.
- 11.4 Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.
- 11.5 Contractor shall fully comply provisions of various applicable labour laws.

12.0 Records & information to be furnished by contractor

- 12.1 Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities at short notice.
- 12.2 Contractor shall submit the details of work awarded to him by other departments indicating work order No., nature of work and maximum number of workers employed etc.
- 12.3 Contractor shall provide information as required in respect of all of his employees employed by him to enable the Contract operating division to monitor compliance of P.F./ESI and also to enable him to furnish information to Ministry and Labour deptt. as may be required.

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

13.0 Compliance of Statutory provisions

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

- ~ Contract Labour (R&A) Act 1970 and rules 1971.
- ~ Payment of Wages Act.
- ~ Minimum Wages act 1948, M.P. Rules 1958.
- ~ Employees State Insurance Act 1948, Rules and Regulations 1950.
- ~ Employees Provident Fund Act 1952 and Pension Scheme 1995.
- ~ Workmen's Compensation Act 1923.
- ~ Maternity Benefit Act 1961.
- ~ Equal Emolument Act 1976.
- ~ Payment of Bonus Act 1963,
- ~ Inter State Migrant Workmen Act
- . Industrial Disputes Act, 1947

GUIDE LINES IN CASE OF ACCIDENT

A) Steps to be followed

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

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

Responsibilities of Contractor :

1. Maintain registers of form-D and form-E under Mines Rules, 1955 for all the employees and produce before the Welfare Section.
2. Prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk and safe methods to deal with it/them.
3. Provide copy of the SOP to the Engineer/Officer Incharge who shall be supervising the contractor's work.
4. Keep an up to date SOP and provide a copy of changes to the Engineer/Officer Incharge.
5. Ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
6. For work of a specified scope/nature, develop and provide to the Engineer/Officer Incharge a site specific Code of Practice (COP).
7. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring the compliance all safety laws by the sub or sub-sub contractors.
8. All persons deployed by the contractor for working in mine must undergo vocational training(VT), initial medical examination(IME), periodical medical examination(PME). They

should be issued cards stating the name of the contractor and the work and its validity period, indicating status of VT & IME.

9. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. If contractor is unable to provide, owner, agent and manager of the mine shall provide the same.
10. The contractor shall submit by post to DGMS returns indicating . (i) Name of his firm, (ii) Registration number, (iii) Name and address of person heading the firm, (iv) Nature of work, (v) type of deployment of work persons, (vi) Number of work persons deployed, (vii) how many work persons hold VT Certificate, (viii) how many work persons undergone IME and (ix) type of medical coverage given to the work persons. The return shall be submitted quarterly by 10th of April, July, October and January for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly. A copy of the return is to be submitted to Engineer/Officer Incharge of M/s IRE Ltd. and Mines Manager of M/s IRE Ltd.

Address of DGMS, Bhubaneswar Region

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

Responsibilities of Employees engaged by the Contractors :

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

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

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

Responsibility of the Successful tenderer in compliance to the requirements for enabling payment of RA Bills:

1	Compliance of the Payment of Wages Act, 1936 and the Minimum Wages Act, 1948.	The contractor shall submit the copy of proof of wage disbursement alongwith bank acknowledgement of the preceding month to <u>Welfare Section</u> while submitting the RA Bill for the current month to the Officer/Engineer-in-Charge. For example, at the time of submitting the RA Bill for the month of Januaryq2017, the contractor shall submit the copy of proof of wage disbursement to Welfare Section for the month of Decemberq 2016 and obtain clearance from Welfare Section in the format enclosed herewith.
2	Compliance of the Employees Provident Fund and Miscellaneous Provisions Act, 1952.	The contractor shall submit the copy of proof of PF remittance i.e. copy of ECR, Combine Chalan and PF Remittance confirmatory slip of the preceding month to <u>Welfare Section</u> while submitting the RA Bill for the current month. For example, at the time of submitting the RA Bill for the month of Januaryq2017, the contractor shall submit the copy of ECR, Combine Chalan and Remittance confirmatory slip to Welfare Section for the month of Decemberq2016 and obtain clearance from Welfare Section in the format enclosed herewith..
3	Compliance of the Employeesq State Insurance Act, 1948.	The contractor shall submit the copy of proof of ESI remittance i.e. copy of ESI remittance receipt alongwith ESI contribution history of the preceding month to <u>Welfare Section</u> while submitting the RA Bill for the current month. For example, at the time of submitting the RA Bill for the month of Januaryq2017, the contractor shall submit the copy of ESI remittance receipt alongwith ESI contribution history for the month of Decemberq2016 to Welfare Section and obtain clearance from Welfare Section in the format enclosed herewith.
* It is the responsibility of the contractor to submit the Welfare Clearance while submitting the RA Bills in respect of each month to the Officer/Engineer-in-Charge of the contracts without fail.		

आई.आर.ई.ल., ऑसकॉम / I.R.E.L., OSCOM

मा.सं. बभाग / H.R.M. DEPT.

WELFARE CLEARANCE

Certified that the Contractor _____ has submitted the following self certified documents in support of proof of wage disbursement along with bank acknowledgement, Provident Fund and Employees State Insurance remittance in respect of it's contract workmen engaged vide Work Order No. _____ for the month of _____.

CHECK-LIST

1. Compliance under the Payment of Wages act, 1936 and the Minimum Wages Act, 1948	
Copy of certified Wage Register and Muster Roll	Bank acknowledgment slip confirming the Wage Payment
Submitted / Not submitted	Submitted / Not submitted

2. Compliance under the Employees' Provident Fund and Miscellaneous Provisions Act, 1952		
Self certified copy of Electronic Chalan-cum-Receipt (ECR)	Self certified copy of Combine Chalan	Self certified copy of Remittance Confirmation Slip
Submitted / Not submitted	Submitted / Not submitted	Submitted / Not submitted

3. Compliance under the Employees' State Insurance Act, 1948	
Copy of self certified ESI remittance receipt	Copy of self certified ESI contribution history
Submitted / Not submitted	Submitted / Not submitted

मुख्य बन्धक (मा.सं.)/Chief Manager (HRM)/

बन्धक (मा.सं.)/Manager (HRM)

टिप्पणी/Note:

The submission of Welfare Clearance by the contractor in respect of Wage disbursement, PF and ESI remittance for the preceding month is mandatory at the time of submission of current RA Bills to the Officer/Engineer-in-Charge.

FORMAT – I

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

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

(To be issued by approved Scheduled Banks)

In accordance with Notice Inviting Tender (NIT) No. _____ Dated _____ for the work of _____ (herein after referred to as the said Works) for Rs. _____ (Rupees _____ only), under _____ OSCOM unit of M/s Indian Rare Earths 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 Contractor (s)] wish /wishes to participate in the said tender and a Bank Guarantee for the sum of Rs. _____ (in words) valid for a period of _____ days (in words) is required to be submitted by the Bidder towards the Bid Security.

We the _____ Bank (hereinafter called the said Bank) do hereby undertake to pay to IREL, the sum of Rs. _____ (Rupees _____ only) by reason of the said tenderer's failure to enter into an agreement of contract on intimation of acceptance of his tender and/or to commence the contract works and/or failure to deposit the security deposit within the stipulated period as per the terms and conditions relating to and/or governing the contract and/or specified in the Notice Inviting Tender (NIT). We also agree that any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We also agree that notwithstanding any dispute or difference or any litigation in respect of or arising from the said contract and/or the acceptance of the tender of the tenderer afore stated by IREL including the question as to the tenability of the claim of the IREL for forfeiting the Earnest Money 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 the IREL under the terms and conditions of the NIT for the work have been fully paid and its claims satisfied or discharged or till IREL certifies, that the terms and conditions of the NIT have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee.

We _____ Bank further agree with the IREL that the 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 NIT and/or terms and conditions governing the contract or to extend the time of validity of the offer from the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the IREL against the said tenderer and to forbear or enforce any of the terms and conditions of the NIT and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the IREL or any indulgence by the IREL to the said tenderer or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us.

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

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

Dated the _____ day of _____ 2017

_____ Bank

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

Bank's Common seal

FORMAT – II

BG FORMAT FOR SECURITY DEPOSIT

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

WHEREAS on or about the _____ day of _____ M/s _____ (Tenderer's name & address), having its registered office situated at _____ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. _____ dtd. _____ with _____ OSCOM unit of M/s Indian Rare Earths Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai . 400 028, India (herein after referred to as IREL), for _____ (details of order) (herein after referred to as 'The Contract').

AND WHEREAS under the terms and conditions of the contract the tenderer is required to keep with IREL a security deposit of Rs. _____ (Rupees _____ only) or submit a Bank Guarantee in lieu of cash deposit for the fulfillment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee.

We _____ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from IREL stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by IREL by reason of breach of any of the terms and conditions of the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ plus interest @ 12% per annum from the date of demand for payment till the actual date of payment made by us.

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

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

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

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

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

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

Dated the _____ day of _____ 2017
_____ Bank

PERFORMANCE BG FORMAT

WHEREAS on or about the _____ day of _____ M/s _____ (Tenderer's name & address), having its registered office situated at _____ (Postal address) (herein after referred to as "The Tenderer") entered into a contract bearing reference no. _____ dtd. _____ with _____ OSCOM unit of M/s Indian Rare Earths Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai . 400 028, India (herein after referred to as IREL), for _____ (details of order) (herein after referred to as "The Contract").

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

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

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

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

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

We also agree that interest at the rate of 12% (twelve percent) per annum will be paid by us to the IREL from the date of demand for payment till the actual date of payment made by us.

Our Guarantee shall remain in force until and unless a demand or claim under this guarantee is made on us in writing within six months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

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

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

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

Dated the _____ day of _____ 2017

_____ Bank

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

ARTICLES OF AGREEMENT

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

NOW THIS AGREEMENT WITNESSTH as follows:

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

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

Signed by the said in the presence of

Contractee (at Matikhalo, Dist-Ganjam, ORISSA)

Signed by the said in the presence of

Contractor (at Matikhalo Dist-Ganjam, ORISSA)