



मेकॉन लिमिटेड  
Ranchi-834002

**MECON LIMITED**

A Government of India Enterprises

Ranchi-834002/ >kj [k.M@ Jharkhand, Hkkjr@ India

Oku@ Phone : 0651 – 248 3060/ 3566

QDI @ Fax : 0651 – 2482189/ 2214

b&esy@ Email : [contrajmahal@meconlimited.co.in](mailto:contrajmahal@meconlimited.co.in)

oc| kbV@ Website : <http://www.meconlimited.co.in>

CIN : U74140JH1973GOI001199

Ref.: 11.51. Q7NC/ Steel Structure / 11 dated 03.11.2021

INVITATION TO TENDER (ITT) FOR SUPPLY, FABRICATION, ERECTION & CLADDING WORK OF STEEL STRUCTURE REQUIRED FOR ADDITIONAL COAL HANDLING PLANT (10MTPA) AT RAJMAHAL OCP, EASTERN COALFIELDS LIMITED.

A.	TENDER ENQUIRY NO.	11.51. Q7NC/Steel Structure / 11 dated 03.11.2021
B.	SCOPE OF WORK	Supply, Fabrication, Erection & Cladding Work of Steel Structure as per Technical Specification No. MEC/11/12/Q7NC/TS/201
C.	TENDER DUE DATE AND OPENING OF TECHNO-COMMERCIAL BID ON E-PORTAL OF TENDER WIZARD	Submission: 17.11.2021 by 11.00 Hrs "Indian Standard Time (IST)". Opening: 17.11.2021 by 12.30 Hrs. IST.
D.	PRE-BID MEETING	Office of the Senior General Manager I/c (Contracts), MECON Limited, Ranchi – 834002 on 10.11.2021 at 11.00 Hrs.
E.	SUBMISSION OF DOCUMENTS IN PHYSICAL MODE, IF ANY	Office of the Senior General Manager I/c (Contracts), MECON Limited, Ranchi– 834002 within the period specified in ITT.
F.	TIME SCHEDULE	Refer Completion Schedule given in the draft Work Order.
G.	VALIDITY OF TENDER	120 days from the due date or extended due date (as applicable) of opening of Techno-commercial Part i.e. PART-I. Bidder may be asked for extension of validity, if required.
H.	EARNEST MONEY DEPOSIT	Refer Security Bid Declaration format for Bid Security ( Attachment-V)
I.	COST OF BIDDING DOCUMENT (NON REFUNDABLE)	Rs. 8,850/- including GST@18% (INR Eight Thousand Eight Hundred Fifty Only)
J.	AVAILABILITY OF TENDER DOCUMENTS	The Tender documents can be downloaded from <a href="http://www.tenderwizard.com/MECON">www.tenderwizard.com/MECON</a> . Bidder who wishes to view free Notification and Tender Documents can visit <a href="http://www.tenderwizard.com/MECON">www.tenderwizard.com/MECON</a> , MECON website <a href="http://www.meconlimited.co.in">http://www.meconlimited.co.in</a> & Central Public Procurement Portal, <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> ;  MECON may issue Addendum(s)/Corrigendum(s) to the Tender document, if any, which will be published on above websites. However, bids can be submitted through <a href="http://www.tenderwizard.com/MECON">www.tenderwizard.com/MECON</a> only.
K.	TENDER PROCESSING FEE (NON-REFUNDABLE)	Rs. 1,770/- including GST @18% (INR One Thousand Seven Hundred Seventy only) (Payable to M/s ITI Ltd. Online)
L.	HELP DESK FOR E- TENDERING	For any clarification, help and registration for E-Tendering & for obtaining Digital Signature contact at <a href="http://www.tenderwizard.com/MECON">www.tenderwizard.com/MECON</a> and on Telephone No. 011 – 49424365/7717743815 ((Help Desk; <a href="mailto:twregdelhi@etenderwizard.com">twregdelhi@etenderwizard.com</a> )/ 077177 43815 (Shri Rup Narayan; <a href="mailto:rupnarayan.s@etenderwizard.com">rupnarayan.s@etenderwizard.com</a> )/ 095996 53865 (Shri Suraj Kumar; <a href="mailto:suraj@etenderwizard.com">suraj@etenderwizard.com</a> )/ 8800496478 (Shri Sandeep Kumar; <a href="mailto:sandeep.g@etenderwizard.com">sandeep.g@etenderwizard.com</a> ))
M.	SALE OF TENDER DOCUMENTS	Start: on 03.11.2021 Close: on 17.11.2021 at 10.00 Hrs. IST <a href="http://www.tenderwizard.com/MECON">www.tenderwizard.com/MECON</a>



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Dear Sirs,

M/s MECON Limited (hereinafter referred to as MECON/Purchaser) have pleasure in enclosing the following tender documents for the above work and invite best & binding offer, to undertake above work.

Sl. No.	Description	Attachments
i)	Technical Specification	Attachment I
ii)	Draft Purchase Order	Attachment II
iii)	Declaration by Bidder	Attachment III
iv)	Price Schedule Format	Attachment IV
v)	Declaration by Bidder for Bid Security in lieu of EMD	Attachment V
vi)	Pro-forma of Bank Guarantee for Security Deposit	Attachment VI
vii)	Declaration by Bidder regarding category of supplier as per latest Government of India guidelines for Make in India	Attachment VII
viii)	Information Regarding Bidder regarding category of supplier as per latest Government of India guidelines for Make in India	Attachment VIII
ix)	Information regarding Bidder with regard to MSME norms	Attachment IX
x)	Methodology for Reverse auction	Attachment X
xi)	Integrity Pact	Attachment XI
xii)	Checklist	Attachment XII
xiii)	Safety Code	Attachment XIII

A copy of all the Attachments shall be submitted by the Bidder, along with their offer, duly signed on each page as a token of acceptance of all terms & conditions of the tender enquiry by the Bidder.

Note:

- Bidder may depute their authorized representative, on due date of submission of the tender specified above during opening of techno-commercial offer.
- Any change in the due date shall be notified on e-tender portal ([www.tenderwizard.com/MECON/](http://www.tenderwizard.com/MECON/)) / MECON's website/ Government e-procure website.
- Bidder shall ensure that offers are submitted taking cognizance of all corrigenda/ addenda.
- OFFER OF THE BIDDERS TAKING DEVIATIONS IN ANY COMMERCIAL TERMS & CONDITIONS OF THE TENDER SHALL BE REJECTED.
- Price bid shall be opened for the bidders who are technically & financially eligible and Commercially acceptable.
- Offer has to be submitted by sole Bidder only. Offers submitted by Consortium shall not be accepted.
- This tender document shall be treated as Indigenous Tender Enquiry.



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### 1.0 ELIGIBILITY CRITERIA

#### 1.1 Technical Eligibility Criteria

##### A Technical Requirements

The Bidder should fulfil the following eligibility criteria.

1. The bidder shall have experience of supply of raw steel, fabrication of steel structures and erection of fabricated steel structures for industrial/ infrastructural works.
2. The bidders should have successfully completed similar works during last 7(seven) years ending last day of month previous to the one in which bids are invited and shall be in compliance of either of the following.
  - a) 3 similar completed works having quantity not less than the volume of steel structural work equal to 1280 MT each.

OR
  - b) 2 similar completed works having quantity not less than the volume of steel structural work equal to 1600 MT each.

OR
  - c) 1 similar completed works having quantity not less than the volume of steel structural work equal to 2560 MT each.

The Bidder should furnish the following documents in support of fulfilment of above criteria.

The bidder shall submit self-attested copy of the following documentary evidence issued by client to the bidder/ ultimate purchaser, as proof of meeting the prescribed eligibility criteria, with specific mention of information required.

- a) Letter of Award of work/Work orders/Contract.
- b) Satisfactory completion certificate/ work done certificate during last 7(seven) years.

The bidder should clearly mention documents/certificates, which he has submitted, as reference to be considered, for evaluation of technical eligibility.

Similar completed work means supply of raw steel, fabrication of steel structures and erection of fabricated steel structures.

#### 1.2 FINANCIAL ELIGIBILITY CRITERIA

- a. The average annual financial turnover of the Bidder during last (3) three consecutive financial years ending with 31st March' 2020 shall be minimum Rs. 18.00 crores.

However, relaxation of 15% in prequalification criteria with respect to prior Turnover to MSE and 20% in case of SC/ ST and woman MSE enterprise, shall be considered.

- b. Net worth shall be positive in the financial year ending with 31st March' 2020. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit & loss account) and intangible assets for financial year ending with 31st March' 2020.



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- c. Bidder shall submit signed copy of Audited Annual Financial Reports for last 3 (three) consecutive financial years ending 31<sup>st</sup> March' 2020 (Balance Sheet and Profit & Loss Account statement). The signed Balance Sheet and Profit & Loss Account statement furnished by Bidders for financial eligibility should clearly indicate the details of the Membership No. & Firm No. of the Chartered Accountant & UDIN, if required, as per guideline of ICAI.
- d. In case Bidder is not a Company and is not able to submit the above, for genuine reasons to be specified in writing, Chartered Accountant's Certificate may be submitted to substantiate the financial eligibility. The Chartered Accountant's Certificate should clearly indicate the details of the Membership No. & Firm No. of the Chartered Accountant and UDIN.
- e. In case of Companies/ Firms which are less than three (3) years old, the average annual turnover of the bidder shall be calculated by considering the turnover as per the audited balance sheet and profit & loss statement or CA certificate (For bidders in Sl. No. d above) submitted by the bidder for the available period divided by three (3).
- f. In case of Companies/ Firms which are more than three (3) years old, bidders are mandatorily required to submit audited balance sheet and profit & loss statement or CA certificate (For bidders in Sl. No. d above) for all the three (3) consecutive financial years failing which their offer will be liable for rejection.

### 2.0 PRE BID CLARIFICATION

- 2.1 It shall be the responsibility of the bidder to ensure that the tender has been submitted in the required format and as per the requirements and terms & conditions of the tender document and no change should be made therein. In the event of any doubt regarding the terms & conditions/ formats, the person(s) concerned may seek clarification in this regard from MECON before submission of the tender. Such clarifications should be necessarily obtained at least 5 days before the due date/extended due date for submission of the tender. Bidder shall, thereafter, submit their offer strictly as per terms and conditions of Tender document. Delay in obtaining clarifications shall not entitle the bidder to seek extension in the due date for submission of the tender.
- 2.2 Pre-bid conference shall be conducted at the office of Senior General Manager I/c (Contracts), MECON Limited, Ranchi as per the schedule mentioned earlier in the ITT. Bidders desirous of obtaining clarifications on clauses of the tender enquiry (Technical as well as Commercial) are requested to send their deviation points/ points for clarifications/ confirmations at least 3 days prior to date of the Pre-bid conference and also ensure their participation in the pre-bid conference.
- 2.3 The purpose of the Pre-bid Conference will be to clarify the issues raised by the Bidders. However, MECON shall not be obliged to respond to any queries which it receives after above deadline. Any modification of the Tender Document, which may become necessary as a result of Pre-bid Conference, shall be made exclusively through issue of an Addendum/ Corrigendum and not through the Minutes of the Pre-bid Conference. The Addendum/ Corrigendum, if any, will be uploaded on e-tender portal ([www.tenderwizard.com/MECON](http://www.tenderwizard.com/MECON))/ MECON's website/ Government e-procure website and it shall become part of the Contract Document. Non-attendance at the Pre-bid Conference shall not be a cause for disqualification of a bidder. However, in case any query remains un-replied, it shall be construed that in respect of those queries, the respective stipulation of the tender document shall continue to apply and/ or no new stipulations made w.r.t. those queries.



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### 3.0 SUBMISSION OF TENDER

3.1 Tender shall be prepared and submitted online on the e-portal as per the instructions given in ITT. All the duly filled in Attachments shall be stamped & signed on each page as a token of acceptance to the terms & conditions and shall be scanned & uploaded by the Bidder along with their tender.

3.2 Digital signatures are required for entire tendering process. Bidders to ensure that their DSC are valid during entire tendering process and request for extension of any tendering process shall not be entertained by MECON on account of non-availability of DSC.

3.3 Bidders are advised to use Class III Digital Signature Certificate to participate in e-procurement. The bid should be submitted at the portal for e-tender ([www.tenderwizard.com/MECON](http://www.tenderwizard.com/MECON)) by the bidders who have valid digital signatures against payment of requisite tender fee on or before the closing date of time indicated in the bid document. MECON or ITI Limited shall not be responsible for any delay in bid submission due to last minute rush or server becoming slow/busy/ not responding. Bids submitted by any other mode will not be accepted and will be summarily rejected.

3.4 Bid should be submitted at the portal for e-tender ([www.tenderwizard.com/MECON](http://www.tenderwizard.com/MECON)) in Two Bid system in two parts as below:

- i) Un-priced techno-commercial bid (Part – I) and other
- ii) Price bid (Part – II)

3.5 The un-priced techno-commercial bid shall contain all details along with the supporting documents (including the documents required in physical form, as stated herein below) scanned and uploaded by the bidder as per the requirement without indicating price quote.

3.6 All pages of the bid document shall be Signed & stamped by the authorized person of the firm / company.

3.7 It shall be the responsibility of the bidder to ensure that the tender has been submitted in the required format and as per the terms & conditions of the tender document and no change should be made therein.

3.8 In the event of any doubt regarding the terms & conditions/ formats, the person(s) concerned may seek clarification in this regard from MECON before submission of the tender. Such clarifications should be necessarily obtained before the due date for submission of the tender. Bidder shall, thereafter, submit their offer strictly as per terms and conditions of Tender document. Delay in obtaining clarifications shall not entitle the bidder to seek extension in the due date for submission of the tender.

### 3.9 Documents Required in Physical Form:

The following documents (as applicable) are also mandatorily required in physical form and should be submitted to address given in Invitation to Tender (ITT) in a sealed envelope super-scribed as "Physical documents against e-procurement Tender Number ....., so as to reach to the Tender inviting office (as indicated in "Invitation to Tender") preferably before the closing date and time specified for submission of bid through e-bidding portal and in any case not later than 5 (five) calendar days from the due date of opening of techno-commercial bid (Part – I) :

- i) Cost of tender documents (non-refundable) in case of Demand Draft in line with clause no. 6.0 (if applicable)



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Note: 1. If a bidder claims exemption from submission of Cost of Tender Documents & Earnest Money Declaration in line with clause 6.0 & 8.0 of ITT, scanned copy of documentary proof of same shall be uploaded with online bid.

2. If required, MECON may call for original documents submitted by bidder during scrutiny of documents submitted.

3.10 Tender shall be prepared and submitted online as follows:

### PART - I : Techno Commercial Part

#### Documents to be uploaded shall contain:

- i) Cover letter indicating offer no. and date detailing list of contents in the bid document being submitted by the Bidder.
- ii) Documents as per technical eligibility criteria (clause no. 1.1 of ITT).
- iii) Documents required for financial eligibility of the bidder as per financial eligibility criteria (clause no. 1.2 of ITT). Bidders to ensure that FRN, MRN & UDIN as applicable is properly indicated in documents submitted.
- iv) Signed & stamped Invitation to Tender (ITT) including all the attachments enclosed with this ITT, duly signed, stamped and filled (wherever necessary). Attachment–III and VII are to be uploaded in company's Letter Head.
- v) PAN No. with documentary proof
- vi) Valid ESIC Registration No / Employee Compensation (Workmen's Compensation Policy) Act Insurance with documentary proof or Declaration of obtaining ESIC/ WC Insurance before start of work.
- vii) Valid CMPF/ EPF Registration Certificate.
- viii) Valid Labour License number (as per Contract labour- regulation & abolition Act 1970) with documentary proof or Declaration of obtaining Labour Licence before start of work.
- ix) GST Registration No. with documentary proof
- x) Check list duly filled as per format.
- xi) Un-priced schedule as per format enclosed to be uploaded indicating quoted/not quoted/included as applicable.
- xii) The "Power of Attorney" or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, to be uploaded (scanned copy of original), when the power of attorney is a special "Power of Attorney" relating to this specific tender only. Attested/ notarized latest true copy of the "Power of Attorney" can also be uploaded in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarized true copy shall not be uploaded. Signature of the authorised person shall be attested/ validated by the competent authority with seal and signature.



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- xiii) In case of 'Class-I local supplier'/ 'Class-II local supplier'/Non Local Supplier, bidder shall indicate percentage of local content and certification (as per Cl. No. 16.ii.e.3 of ITT) that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier'/Non Local Supplier, as the case may be. They shall also give details of the location(s) at which the local value addition is made.

Note: Bidders shall also take notice of the following points during preparation and submission of price format:

- Bidder shall upload their Price bid strictly as per the Price Format provided along-with MECON's tender document. Price submitted by bidder in any other format shall render their offer invalid and shall not be considered for evaluation.
- There shall be no change or addition/ deletion except for filling-up of the actual price/ rate in the Price part submitted in Part – II.
- Please note that neither Price should be given in Blanked Price Format nor price bid should be put in this techno-commercial part of bid. In case this condition is not complied, the bid may be liable for rejection.
- Applicant is liable to be disqualified, even though they meet the eligibility criteria, if they made misleading or false representations, statements and attachments submitted in proof of the qualification requirements.

### 3.11 PART - II : Price Part

- Price part shall contain PRICE indicating incidence of tax (rates), if any, as per price format without any terms & conditions.
- Bidder has to explicitly indicate the incidence of all taxes, duties, levies, etc that are applicable on his quoted prices/ rates. The bidder shall not indicate the same as "extra" or "extra as applicable".
- Price Schedule (Microsoft Excel File) is to be downloaded from website [www.tenderwizard.com/MECON](http://www.tenderwizard.com/MECON) and then is to be filled, saved and uploaded (through digital signature) on the same website and not to be submitted in hard copy at all. Bidders to note that any change in Price Schedule format shall be notified through corrigendum/addendum and the same shall be considered for submission of price bid. In case Bidders have already submitted their bid before publishing of corrigendum/addendum related to change in price schedule format, the bidders are requested to re-submit price bid as per the changed Price Schedule format. Failure to re-submit the bid in such case may lead to auto rejection of the bid by the system.

- 3.12 All correspondences with regards to this tender enquiry shall be made through e-portal with an e-mail copy to [contractranchi@meconlimited.co.in](mailto:contractranchi@meconlimited.co.in). Detailed Address is indicated below. However, physical documents (if any) shall be submitted to:

Office of Senior General Manager I/c (Contracts), MECON Limited,  
Vivekananda Path, Doranda, Ranchi – 834002  
Phone no.:0651 – 248 3566

### 4.0 SCOPE OF WORK AND TERMS & CONDITIONS

As per Draft Work order, Scope of work/Technical Specification enclosed herewith.



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### 5.0 LANGUAGE

The bid prepared by the bidder and all correspondence & documents related to the bid exchanged by the bidder and the MECON, shall be written in the English Language. Bid submitted in any other language is liable to be rejected. In case, any printed literature furnished by the bidder, is written in another language, it must be accompanied by a translation of its pertinent language, it must be accompanied by a translation of its pertinent passages in the English Language and for the purpose of interpretation of bid, such translation shall govern.

### 6.0 COST OF THE TENDER DOCUMENT (if Applicable)

6.1 The Bidder can view / download the "Tender Documents" from the website, [www.tenderwizard.com/MECON](http://www.tenderwizard.com/MECON) or <http://www.meconlimited.co.in> or <http://eprocure.gov.in/cppp/>. Bidder shall submit non-refundable fee towards cost of the Tender Document, along with their offer, as required as per tender conditions. Offer not accompanied with Cost of tender shall be liable to be rejected unless exempted as per tender stipulations. However, it shall be at discretion of MECON to consider a bid, based on merit of the case.

### 7.0 MICRO & SMALL ENTERPRISES (MSE)

7.1 MSE bidders/ firms holding valid registration certificates are exempted from submission of Cost of tender Document on submission of documentary evidence that the bidder is a Micro or Small Enterprises registered with MSME or NSIC or District Industries Centres or Khadi and Village Industries Commission or Khadi and village Industries Board or Udyog Aadhar Memorandum or Coir Board or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

7.2 MSEs would be treated as owned by SC/ ST entrepreneurs:

- In case of proprietary MSE, proprietor(s) shall be SC/ ST.
- In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (Fifty-one per cent) shares in the unit.
- In case of Private Limited Companies, at least 51% (Fifty-one per cent) share shall be held by SC/ST promoters.

### 8.0 EARNEST MONEY DEPOSIT

As per Declaration for Bid Security in lieu of EMD (Attachment – V of ITT).

### 9.0 CAPACITY OF THE BIDDER

#### 9.1 LEGAL CAPACITY

The Bidder shall satisfy MECON that he is competent and authorised to submit the Tender and/or to enter into a legally binding Contract with MECON. To this effect any person giving a Tender shall render documentary evidence that his signature, on the Tender submitted by him, is legally binding upon himself, his firm or company, as the case may be.





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## 9.2 AUTHORITY OF PERSON SIGNING DOCUMENTS

A person signing the Tender form or any document forming part of the Contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if on enquiry it appears that the person signing had no authority to do so, MECON may, without prejudice to other civil and criminal remedies, cancel the order and hold the signatory liable for all costs and damages.

## 10.0 ARRANGEMENT OF TENDER

The Tender shall be neatly arranged, be plain and intelligible, type-written on white paper with consecutively numbered pages in solid binding and each page signed. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Tender.

## 11.0 NO CLAIM OR COMPENSATION FOR SUBMISSION OF TENDER

The bidder 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 MECON may elect to withdraw the Invitation to Tender.

## 12.0 OPENING OF PART-II: PRICE BID/ REVERSE AUCTION

MECON Limited reserves the right to finalize the tender through online mode and/or through e-Reverse Auction as per the procedure outlined below:

### In case of online mode

The price part of only those Bidders found techno-commercially & financially acceptable shall be opened in the presence of such duly authorised representatives of bidder who may wish to attend the price bid opening on a specific date and time. The eligible bidders will be informed about the date and time of Price-bid opening giving adequate advance notice (maximum 3 working days) for deputing their authorised representative. Only one authorised representative of each bidder shall attend the price bid opening.

The authorized representative of vendors shall be required to sign on attendance sheet (in case of physical presence of vendor). However, opening of price bids, as per the schedule communicated through electronic means, shall be continued even in absence of bidder's authorized representative during the price bid opening.

### In case of e-Reverse Auction: As per Attachment (X)

## 13.0 FINALISATION OF TENDER

13.1 While MECON will endeavour to finalize the tender at the earliest, it reserves the right to delay finalization of tender, if necessary, without assigning any reasons for the same. During finalization of the tender, MECON is not bound to accept lowest or any tender or to assign reasons whatsoever for non-acceptance.

13.2 The L1 bidder shall be the bidder having the lowest Contract Price (Total Basic Price for Supply & Erection of Steel Structure considering "increment/ decrement/ no change" + GST) amongst the technically & financially eligible and techno-commercially acceptable bidders.



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- 13.3 In case, during the evaluation process, if there are changes in tax rate or abolition of old tax or introduction of new tax, cess etc., accordingly the tax treatment or new tax shall be considered.
- 13.4 During evaluation, if it is found that bidder has quoted incorrect rate of tax, then correct applicable rate of tax shall be considered for evaluation and the order shall be placed keeping the total contract price limited to the total price quoted by the bidder.
- 13.5 In case, price/ fee quoted by any bidder is silent on the incidence of taxes & duties, it will be construed that the prices quoted by him include the incidence of all taxes, duties, levies etc.
- 13.6 In case of any difference in basic price of any item of price-bid and the basic price arrived by considering the indicated unit rate and total quantity of that particular item, the Unit rate shall be accepted as the valid rate and the basic price against the item shall be arrived by considering the said Unit rate of that item and the quantity as specified in the price schedule format. The total basic amount against all the items of the price schedule shall be arrived by adding basic price of all items evaluated based on above methodology
- 13.7 Bidder must quote their rates in the increment/ decrement percentage (%) indicated in Price Schedule. The increment/ decrement percentage (%) shall be equally applicable on all the items indicated in the price schedule. In case bidders indicate "No Change", price against all the individual items as indicated in the Price Schedule shall remain unaltered.
- 13.8 Bidder must quote their rate against all the items in Price Schedule enclosed with this tender. If bidder fails to quote any of the items of Price Schedule, it will be assumed that bidder has included price against such items in the total quoted price and shall execute those items without any payment.
- 13.9 Final discussions shall be held with the techno-commercially acceptable L-1 Bidder only, if required.

NOTE: PART ORDER IS NOT APPLICABLE FOR THIS PACKAGE.

#### 14.0 CLARIFICATIONS

MECON may seek clarification from any Bidder on any aspects including eligibility (technical/ financial) criteria during assessment/ scrutiny of the documents submitted by the bidder in their offer.

MECON may invite the Bidder(s) to a clarification meeting, if required. During these meetings, MECON may bring to the attention of the Bidder any matters, technical or otherwise, where for whatever reason, it requires clarification/ details/ documents about the tender. Bidder may also be allowed to submit fresh/ append documents required for establishing eligibility. All such amendment or changes required by MECON will be listed and will be notified to all the bidders.

#### 15.0 SUSPENSION / BANNING OF BIDDER

Bidders who are found to have performed poorly or committed misconduct or Fraud or anything unethical at any stage beginning from submission of tender till completion of order execution, withdraws bid after opening of Techno-Commercial Part of offer shall be banned / suspended for business dealings with MECON. Period of banning / suspension shall be governed by MECON's prevailing approved Suspension / Banning procedures.



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### 16.0 PURCHASE PREFERENCES (IF APPLICABLE)

#### i) For MSE Registered Bidder

1. Items which are reserved for exclusive purchase from MSE shall be procured from MSE as per Public Procurement policy.
2. Relaxation of 15% in prequalification criteria with respect to Prior Turnover to MSE and 20% in case of SC/ ST and women MSE enterprise. The quality and technical parameters are not to be diluted.
3. Where the evaluated L1 is not a Micro or Small-scale Enterprise, MECON reserves the right to place order for supply of at least 25% of the tendered quantity of material, on the participating Micro & Small-scale Enterprise(s) (MSEs) whose evaluated price lie within +15% of the evaluated L1 price and who agree to accept L1 rate/ price for the tendered items. The 25% portion of supplies will be taken out from L1 bidder, as the case may be, following the procedure outlined below:
  - a. Where there are no MSE owned by ST/ SC entrepreneur  
The order is to be equally divided amongst all participating MSEs who agree to accept L1 rate/ price. Contract price of individual order shall be arrived considering the quantity to be supplied and L1 rate/ price of the tendered item(s).
  - b. Where there is single/ multiple MSE owned by ST/ SC entrepreneur  
Order for supply of 4% out of 25% of the tendered quantity is to be placed on the participating MSE owned by the SC/ ST entrepreneur provided they agree to accept L1 rate/ price. Order for balance quantity shall be divided equally amongst all MSEs who agree to accept L1 rate/ price. Contract price of individual order shall be arrived considering the quantity to be supplied and L1 rate of the tendered item(s).  
  
In case more than one MSE owned by the SC/ ST entrepreneur, order for supply of 4% out of 25% of the tendered quantity shall be divided equally amongst them provided they agree to accept L1 rate/ price. Contract price of individual order shall be arrived considering the quantity to be supplied and L1 rate of the tendered item(s).
  - c. Where there is single/ multiple MSE of women entrepreneur  
Order for supply of 3% out of 25% of the tendered quantity is to be placed on the participating MSE owned by the women entrepreneur provided she agrees to accept L1 rate/ price. Order for balance quantity shall be divided equally amongst all MSEs who agree to accept L1 rate/ price. Contract price of individual order shall be arrived considering the quantity to be supplied and L1 rate of the tendered item(s).
  - d. In case more than one MSE owned by the women entrepreneur, order for supply of 3% out of 25% of the tendered quantity shall be divided equally amongst them provided they agree to accept L1 rate/ price. Contract price of individual order shall be arrived considering the quantity to be supplied and L1 rate of the tendered item(s).
  - e. In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1+15% and they match the L1 price.



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If the quantity cannot be split and there are more than one eligible MSE bidders (price band within L1 + 15%) then opportunity to match L1 rate of the tender shall be given first to MSE, who have quoted lowest rate among the MSEs within price band of L1 +15% and the total quantity shall be awarded to him after matching the L1 price of the tender.

If the MSE who have quoted the lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the next ranked MSE bidder who has quoted within the price band of L1 + 15% in the order shall be given chance to match the rate of L1 for award of order/ quantity.

- f. Where any Aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.

Note:

1. MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any of the above agencies.
2. The registration certificate issued from any of the above agencies must be valid as on bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended. MSE shall submit the revised certificate of validity of their MSE status or proof that renewal of their MSE validity certificate is under process.
3. The MSE who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on close of date of tender, are not eligible for exemption/ preference.
4. The MSEs registered with above mentioned agencies/ bodies are exempted from payment of EMD & tender fee.
5. The purchase preference for MSEs is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. An MSE Unit will not get any purchase preference over another MSE Unit.
6. The purchase preference to MSEs is not applicable for works contracts where supplies of goods are not produced by MSEs is also involved.
7. Where any Aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.
8. An entity shall be considered as a 'start-up' based on definition of Department of Policy & Promotion (DIPP), Government of India (GOI), in their Circulars/ Office Memorandum/ Orders/ Gazette. Prequalification criteria with respect to turnover and prior experience may be relaxed for start-ups as per GOI guidelines. However, there may be circumstances like procurement of items/ services related to public safety, health, critical security operations and equipment, etc wherein MECON reserves the right to not consider relaxation of Prior Turnover and Prior experience for start-up companies. Start-up companies who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under conditions for MSE.



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ii) For Local Supplier (In line with GOI Order no. P-45021/2/2017-PP (BE-II) dated 16.09.2020)

a. In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only 'Class – I Local Supplier' as defined in this tender are eligible to bid irrespective of purchase value. In case bidder does not fall under category of Class – I local supplier, decision of MECON shall be final & binding regarding acceptance/ non acceptance of bid for Class – II Local Supplier.

b. Only 'Class – I Local Suppliers' and 'Class – II Local Suppliers', as defined in this tender, shall be eligible to bid in procurements undertaken by procuring entities, except when Global Tender Enquiry has been issued. In Global Tender Enquiries, 'Non - Local Suppliers' shall also be eligible to bid along with 'Class – I Local Suppliers' and 'Class – II Local Suppliers'. In procurement of all goods, services or works, not covered by sub – para {i.(a)} above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161 (iv) of GFR, 2017, Global Tender Enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

c. Subject to the provisions of the above-mentioned Order and to any specific instructions issued by the Nodal Ministry or in pursuance of the Order, purchase preference shall be given to "Class – I Local Supplier" in the manner specified hereunder:

A. In procurement of goods or works, which are covered by paragraph i.(b) above and which are divisible in nature, the "Class – I Local Supplier" shall get purchase preference over "Class – II Local Supplier" as well as "Non – Local Supplier", as per the following procedure:

(i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is "Class – I Local Supplier", the contract for full quantity will be awarded to L1.

(ii) If L1 bid is not a "Class – I Local Suppliers", 50% of the quantity to be ordered shall be awarded to L1 bidder. Thereafter, the lowest bidder among the 'Class – I Local Suppliers' will be invited to match the L1 price for the remaining 50% quantity subject to the Class – I Local Supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such "Class – I Local Supplier" subject to matching the L1 price. In case such lowest eligible "Class – I Local Supplier" fails to match the L1 price or accepts less than the offered quantity, the next higher "Class – I Local Supplier" within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on "Class – I Local Suppliers", then such balance quantity may also be ordered on the L 1 bidder.

B. In procurement of goods or works which are covered by paragraph i.(b) above and which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the "Class – I Local Supplier" shall get purchase preference over "Class – II Local Supplier" as well as "Non-Local Supplier", as per following procedure:

(i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a "Class – I Local Supplier", the contract for full quantity will be awarded to L1.

(ii) If L1 is not "Class – I Local Supplier", the lowest bidder among the "Class – I Local Supplier", will be invited to match the L1 price subject to Class – I Local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such "Class – I Local Supplier" subject to matching the L1 price.



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- (iii) In case such lowest eligible “Class – I Local Supplier” fails to match the L1 price, the “Class – I Local Supplier” with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the “Class – I Local Supplier” within the margin of purchase preference matches the L1 price, the contract may be awarded to the L 1 bidder.
- (iv) Class – II Local Supplier will not get purchase preference in any procurement, undertaken by procuring entities.
- C. In tenders where it is intended to award contract to multiple bidders subject to matching of L1 rates or otherwise, the “Class – I Local Supplier” shall get purchase preference over “Class – II Local Supplier” as well as “Non – Local Supplier”, as per following procedure:
- (i) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only “Class – I Local Supplier” shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only “Class – I Local Supplier”.
- (ii) In other cases, “Class – II Local Supplier” and “Non – Local suppliers” may also participate in the bidding process along with “Class – I Local Supplier” as per provisions of the above order.
- (iii) If “Class – I Local Supplier” qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case “Class – I Local Supplier” do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the “Class – I Local Supplier” over “Class – II Local Supplier” / “Non - Local Suppliers” provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the “Class – I Local Supplier” taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- (iv) First purchase preference has to be given to the lowest quoting “Class – I Local Supplier”, whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting “Class – I Local Supplier”, does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher “Class – I Local Supplier”, falling within 20% margin of purchase preference, and so on.
- D. Definitions: For the purposes of this tender:
1. “Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
  2. “Class – I Local Supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for “Class – I Local Supplier”.
  3. “Class – II Local Supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for “Class – II Local Supplier” but less than that prescribed for “Class – I Local Supplier”.



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4. "Non – Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class – II Local Supplier".
5. "L1" means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
6. "Margin of purchase preference" means the maximum extent to which the price quoted by a "Class – I Local Supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.
7. "Nodal Ministry" means the Ministry or Department identified pursuant to Government's order in respect of a particular item of goods or services or works.
8. "Procuring entity" means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.
9. "Works" means all works as per Rule 130 of GFR – 2017, and will also include turnkey works.
10. Minimum local content: The "local content" requirement to categorize a supplier as "Class – I Local Supplier" is minimum 50%. For "Class – II Local Supplier", the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as "Class – I Local Supplier" / "Class – II Local Supplier". For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for "Class – I Local Supplier" and "Class – II Local Supplier" respectively. Below 20 %, the supplier will be categorised as Non – Local Supplier.

Note:

1. In case a bidder falls under both the categories viz. the bidder is MSE as well as local supplier, bidder shall clearly specify in the tender document, the category of purchase preference to be applied during evaluation of his price i.e., either as MSE registered bidder or as Local Supplier. In the event the bidder fails to specify the same, the purchase preference as applicable for MSE registered parties shall be applicable.
2. The "Class – I Local Supplier" / "Class – II Local Supplier" at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for "Class – I Local Supplier" / "Class – II Local Supplier", as the case may be. They shall also give details of the location(s) at which the local value addition is made.
3. In cases of procurement for a value in excess of Rs. 10 crores, the "Class – I Local Supplier" / "Class – II Local Supplier" shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practising cost accountant or practising chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
4. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.



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### 17.0 NOTICE ON BEHALF OF MECON

Notice and Certificate on behalf of MECON in connection with the tender may be given by duly authorised officers of MECON. Any modification which may become necessary in the interim period will be intimated to the Bidder as soon as possible.

### 18.0 CONFIDENTIALITY

Bidder shall note that all data/ specification enclosed with Tender document are confidential. Bidder shall keep all data in strict confidence and shall not copy or pass on any of the Tender papers etc. to any third party. Bidder shall return the Tender document along-with the Tender.

### 19.0 CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS

Bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of MECON's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner (s) in common; or b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or c) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or d) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid. Further, action as outlined in MECON's prevailing approved Suspension/ Banning procedures shall be initiated.

### 20.0 GENERAL

- Bidder Shall Submit Their Offer Strictly In Accordance With The Technical Specifications & As Per Terms And Conditions Of Tender Document.
- Before submission of tender, Bidders are advised to make themselves fully conversant with the conditions of Tender. Bidder(s) is/are also advised to physically visit the site to understand site working conditions, nature & modus operandi of jobs prior to quote for the same.
- The bidders are advised to visit the site to acquaint themselves with the nature and location of the work, the general and local conditions particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labour, water or similar physical conditions of the site.
- All work shall, unless specified otherwise, conform to the latest revision of relevant IS/CPWD specifications and codes of practice. In case of any particular aspect not specifically covered in these standards, the standard practice as may be specified by Engineer shall be final & binding.
- Necessary workmen insurance coverage shall be obtained by the contractor for the workmen engaged at site and labour license, if applicable shall be obtained this work at their own cost for the whole period of the contract and shall be furnished to the corporation before commencement of the work without which contractor will not be allowed to start the work.





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- Canvassing in any form is strictly prohibited and any bidder found to have resorted to canvassing or influencing other bidder shall be liable to have his tender rejected summarily.
- If the bidder deliberately gives wrong information in his tender to create circumstances for the acceptance of his tender, the MECON reserves the right to reject such tender.
- Tender documents are not transferable.
- Bidder shall have to comply with provision of contract labour (Regulation & Abolition) act 1970 and rules appended there under, if applicable to him.
- The Bidder(s) will not enter with other participating Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, clarifications on bid or any other actions which restrict competitiveness or introduce cartelisation in the bidding process.
- Signed Integrity pact, if applicable, has to be submitted along with bid. Non submission of Integrity Pact duly signed by Proprietor/Owner/ Partner/ Director or duly authorized representative of Bidder will lead to outright rejection of Bid. Any Bid received without duly signed Integrity Pact shall also be summarily rejected.
- MSME bidders are advised to register themselves on TREDIS (Trade Receivables Electronic Discount System) platform of M/s Mynd Solution Pvt Ltd, Gurgaon, in line with GOI circular no. PP – 7(4)/ 2007-Fin dated 14.11.2018 and its subsequent amendments.

### 21.0 MECON/ ECL's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

The MECON/ ECL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for MECON/ECL action

Thanking you,

Yours faithfully,  
For MECON LIMITED

(.....)  
Senior General Manager I/c (Contracts)

Encl.: as above



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ATTACHMENT– II

### DRAFT WORK ORDER

M/s

Amendment No.: Nil

Dated: Nil

Work Order No.	Date of Order	Completion Date	CONTRACTOR's Code
11.51.....			

Sub.: Work Order to Supply, Fabrication, Erection & Cladding Work Of Steel Structure Required For Additional Coal Handling Plant (10mtpa) at Rajmahal OCP, Eastern Coalfields Limited.

- Ref.: 1) Our Tender Enquiry No. 11.51..... dated .....
- 2) Your Offer No. .... dated .....
- 3) Subsequent correspondences ending with your letter no. .... dated .....

Dear Sir,

With reference to above, we, the MECON LIMITED (hereinafter referred to as MECON) are pleased to award purchase order on you (hereinafter referred to as Contractor), for subject work as per terms & conditions herein below:

#### 1.0 SCOPE OF WORK

- 1.1 Your scope of work shall include Supply, fabrication, erection & cladding work of steel additional Coal Handling Plant (10MTPA) at Rajmahal, OCP, Eastern Coalfields Limited in accordance to Technical Specification and shall include any and all works, supplies and services for construction, completion & maintenance of entire work as detailed in the Specifications, Special Instructions, Bill of Quantities (BOQ), Drawings given in the Technical Specification No.MEC/11/12/Q7NC/TS/201, enclosed as Annexure–I. Your scope of work shall also include procurement of all materials including components required for completion of supplies, import of equipment / component (if any), and coordinated planning for manufacture, testing, surface preparation for painting, painting, inspection, packing, marking, loading on Trucks/ Trailers and transportation to project site at ECL.
- 1.2 All equipment/materials will be dispatched by Road Transport on door delivery and freight pre-paid basis. In case of dispatch through rail, your responsibility shall include taking delivery of the material at railway siding and delivery to project site at no extra cost to MECON.
- 1.3 Provide assistance and necessary instruments, consumables and facilities for carrying out necessary inspection and testing by MECON including inspection by Purchaser (ECL) / Consultant (herein referred as CMPDI- Central Mine Planning & Design Institute Ltd., Ranchi).
- 1.4 Obtaining all necessary clearance/approval from MECON/ ECL/ CMPDI and/or any other statutory bodies/authorities as and when required for the execution of the work.
- 1.5 CONTRACTOR shall provide, erect and maintain his own site office, stores, godown, open storage etc. as required for the work and arrange for maintaining in neat manner, the area placed at the CONTRACTOR's disposal. Capacity of the godown shall be such that it can store atleast 15 days requirement of cement during peak period of construction and construct & maintain open storage for storing 15 days requirement of reinforcement steel and Steel Structure.



एकलु फयेवम  
हकजर लजकज दक ललफकु

## MECON LIMITED

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- 1.6 CONTRACTOR shall provide proper fencing, Notice boards, watch & ward to protect and warn the Public and watching of all works at site and when & where necessary as decided by MECON/ ECL or any competent, statutory or other authority for the protection of the works or for the safety and convenience to the Public or others, and till the work are taken over by ECL. Adequate lighting, shall also be provided at the work place and stores. The lighting in the storage area and in & around the work place shall be so arranged that there is sufficient illumination available in minimum area of 15 metres radius around the stores & work place.
- 1.7 Accounting of all materials received at stores / transported from CONTRACTOR's stores to project site for Steel Structural works and construction power works.
- 1.8 Providing all labour, skilled, semi-skilled, un-skilled and supervisory personnel etc. as may be required to complete the work within scheduled completion time.
- 1.9 Providing adequate tools, instruments, tackles, scaffolding, handling & construction equipment, shuttering material etc. required for completion of the work. All temporary approach roads to the site for carrying out construction activities shall be constructed and maintained by the CONTRACTOR at his own cost.
- 1.10 Procurement of all the materials as may be required for the work.
- 1.11 Taking required insurance such as Workmen Compensation Insurance, Comprehensive Automobile Liability Insurance, Comprehensive General Liability Insurance and other Insurance coverage specified in this work order.
- 1.12 Timely payment of wages/ benefits to labourers, supervisory personnel engaged at site as per Wage Acts prevailing during execution of work, keeping MECON/ECL completely indemnified against such payments. CONTRACTOR shall keep a record of such payment and produce the same on demand by MECON/ ECL.
- 1.13 Abiding by statutory regulations, labour rules, safety codes during execution of order and obtaining clearance from MECON/ECL and relevant statutory authorities as & when required. CONTRACTOR shall submit all statutory documents required by MECON/ECL.
- 1.14 Abiding by all statutory obligations including ESI, EPF, etc. during execution of order. CONTRACTOR shall submit all documentary evidence in this respect such as ESI, EPF certificates, stamped challans, returns and Minimum Wage Certificate alongwith each and every bill or as required by MECON/ECL.
- 1.15 The CONTRACTOR shall follow the standard practice in ECL's premises in vogue in respect of payment of wages etc. to workmen / contract labour employed by CONTRACTORS / sub-CONTRACTOR at project sites.
- 1.16 Material brought to site shall not be removed from the site without the prior written consent of MECON/ECL.
- 1.17 No work shall be covered up or put out of view without prior approval of MECON/ECL.
- 1.18 Undertaking all repairs / modification and rectification work for completeness to the satisfaction of MECON/ECL.



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- 1.19 Display of danger board signs in Hindi & English Languages, wherever necessary.
- 1.20 The contractor shall establish a site office at the site and keep posted an authorised representative for the purpose of the contract. Any written order or instruction of ECL/ MECON or his duly authorised representative, shall be communicated to the said authorised resident representing the contractor and the same shall be deemed to have been communicated to the contractor at his legal address.
- 1.21 CONTRACTOR shall procure material of reputed make, if specified in the Technical specification/ as per approval by MECON/ECL.
- 1.22 The material shall be procured in phased manner to meet site requirement and take care of the 15 days reserve. Non-availability of raw material shall not be an excuse for delay in work.
- 1.23 Test Certificate as desired by MECON shall be submitted by the CONTRACTOR for Steel procured. Testing, if required by MECON/ECL shall be carried out by the CONTRACTOR and all Charges for such testing shall be borne by the CONTRACTOR.
- 1.24 CONTRACTOR shall be solely responsible for watch & ward, lighting, security and preservation of material, equipment etc. under this custody.
- 1.25 CONTRACTOR shall maintain complete record of all steel procured by him, consumed for the work and lying in store and produce the same whenever asked by MECON.
- 1.26 CONTRACTOR shall not use steel procured for this work for any other work, unless it is specially permitted by MECON.
- 2.0 CONTRACT PRICE
  - 2.1 Contract Price for the total scope of work as indicated in Technical Specification is indicated in the Price Schedule enclosed. Contract Price also includes all charges towards packing & forwarding, freight charges including door delivery charges, all expenses towards various statutory & regulatory bodies, initial fill, supervision and GST. GST will be paid at actual against tax invoice and on filing required GST return like GSTR – 1, GSTR – 3B or any other forms/ return that may be prescribed from time to time by the statute. MECON may ask for evidence of filing the above return/ forms to ensure proper compliance by the contractor.
  - 2.2 This being an item rate contract, the contract price is estimated only and is based on estimated quantity of work / items and applicable unit rates as indicated in the Price Schedule. Payment shall however be released against actual quantities of work executed as certified by MECON's Site Engineer and applicable unit rates as per the work order. Final contract price to be paid to the CONTRACTOR shall be arrived based on actual quantities of work finally executed by the contractor based on construction drawings issued by MECON as duly certified by MECON Site Engineer and applicable unit rates as per the work order.
  - 2.3 The unit rate/contract price includes cost towards all handling and transport charges, test, etc and cost towards all packing materials, consumables, electrodes and all other materials, tools, plants, etc. as required for the completion of the work as specified in Technical Specification.
  - 2.4 The Unit rates for Site works are inclusive of all applicable taxes including GST, expenses towards various statutory and regulatory bodies and insurance coverage.



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2.5 During the course of execution of the contract, MECON/ECL has the right to award addition or deletion of work or advice removal / repair / re-fabricate the work already executed. Under the above situation, the Contractor shall agree for addition/deletion of the work, as per the price / unit rate agreed between MECON and Contractor.

2.6 Contract price includes amount towards supply of goods & services that are required for completeness of scope of work as per TS.

2.7 Contract Price shall be subject to increase / decrease only on account of the following:

i) Taxes

Imposition of any fresh taxes or cess or statutory variation / removal of any existing taxes & cess, etc.

ii) Quantity variation of Item

Increase or decrease in quantity of the item (s) based on certified fabrication drawings issued by MECON / Site requirement.

2.8 Unit rate of all items shall be firm and binding till completion of the order, except for price adjustment due to variation in price indices as indicated in price variation clause herein after.

### 2.9 MEASUREMENT OF WORK

Unless otherwise specified, measurement of work shall be carried out on the basis of the drawings issued by MECON. In the event of any dispute with regard to measurement of work executed, decision of MECON shall be final and binding on the CONTRACTOR.

### 2.10 EXTRA ITEMS OF WORK & RATES

Should it be found necessary to execute any item of work which is not included in the schedule of items and for which unit rates are not available as per order, the rates for such items of work shall be finalized as below : -

- i. Where the extra works are of similar character and/ or executed under similar conditions as any of work appearing in the schedule of quantities, then the rates for such extra item shall be derived from the contract rates of similar/ closest item of work provided.
- ii. Where the nature of extra item is such that the rate for the same cannot be derived as per (i) above, the rates for extra item of work shall be derived by the analysis based on CPWD analysis of rates.
- iii. Where rates for extra item of work cannot be established by methods (i) or (ii) above, the rate for such item shall be mutually agreed & settled between MECON & CONTRACTOR based on the market trend & assessment for labour, materials & other factors.
- iv. The overhead cost, supervision and profit shall be considered as 10% (Ten Percent) of basic cost of material and labour in the cases (ii) and (iii) if the same is not already provided for in the rate under consideration.



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- v. However, where the extra work ordered on Contractor is outsourced in full and the Contractor claims rate for such extra work on "Cost Plus" basis, the cost element on account of profit including overheads payable in such situation would be limited to 5% on the direct cost.

The CONTRACTOR must submit his claim for extra items of work in advance alongwith necessary justifications in case rate of such items cannot be derived from any of the method as indicated above. In no case extra claim shall be considered submitted unless same is confirmed by MECON before execution of such extra work.

Note: Any extra work undertaken by Contractor may be admissible only if it is based on written request of MECON.

### 3.0 TAXES & DUTIES

Except as otherwise specifically provided in the order, the Contractor shall bear and pay all taxes, cesses, duties, levies and charges assessed on the Contractor or its Sub-Contractors by any/ all authorities of State or Central Government.

- 3.1 GST is included in the Contact Price and is also separately indicated at Annexure – II. No tax shall be paid on the intermediate products/ components. GST on finished equipment/ items shall be paid at actual against Tax Invoice to be submitted by the Contractor. However, in case the Input Tax Credit of GST is denied / reversed or demand is recovered from MECON Limited, on account of any non-compliance by Contractor, including non-payment of GST charged and recovered, same would be recovered from Contractor along with applicable interest & penalty, if any. Contractor shall indemnify MECON Limited in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance.
- 3.2 Consignment Note/ Lorry Receipt shall be shipped to General Manager (I/C), Eastern Coalfields Limited, Office of GM, Rajmahal Area, P.O.-Bara Simra, Dist. Godda, Jharkhand – 814165". Tax invoice shall be billed to "MECON Limited, Ranchi, Jharkhand". Tax invoice shall be prepared & raised as per GST norms in vogue.
- 3.3 The adjustment in the Contract Price towards imposition of any new taxes & cesses if any, shall be applicable pursuant to a government notification. In this regard, contractor shall furnish necessary documentary evidence.
- 3.4 Taxes & duties as applicable on Raw Materials/ Bought Out Components/ Inputs are included in the Contract price. No adjustment in the Contract price shall be made for variations in the taxes on raw - materials, parts, component/ intermediate components, assemblies/ sub-assemblies, etc.
- 3.5 The contract price specified under clause 2.0 is based on taxes, cesses, duties, levies etc. prevailing as on Effective date of i.e., date of LOI/ Order.
- 3.5.1 Goods & Service Tax Number (GSTN) of ECL, Jharkhand 20AAACE7590E3ZX
- 3.5.2 Goods & Service Tax Number (GSTN) of MECON, Ranchi: 20AACCM2119B1ZG



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### 3.6 RECOVERY OF INCOME TAX & GST TDS

Any Indian Income Tax which MECON may be required to deduct by law/statute, shall be deducted at the source under Chapter XVII B and the same & shall be paid to the Income Tax Authorities on account of the CONTRACTOR. MECON shall provide the CONTRACTOR a certificate for such deduction of Tax. The Contractor shall indicate their Permanent Account Number with the relevant Income Tax Authority to MECON. Contractor shall maintain Books of Account and shall get the accounts audited as required under the relevant Act.

Applicable TDS under GST Act shall also be deducted.

### 3.7 E-Way Bills (if applicable)

Any consignment from outside the State of Jharkhand shall not be dispatched by the Contractor without a valid e-Way Bill. Once the material is ready for supply, the contractor shall generate E-waybill no. (EBN) from GSTN portal and shall be made available to MECON & ECL.

3.8 Building and Other Construction Worker's Welfare Cess (BOCW), if applicable, shall be borne by the Contractor.  
ECL/MECON shall not bear any liability in respect of the same.

### 3.9 Rent & Royalties (if applicable)

3.9.1 Unless otherwise specified, the Contractor shall pay all tonnage and other royalties, rents and other payments or compensation (if any) for getting stone, sand, gravel, clay, bricks and other materials required for the works or any temporary works and it shall be deemed to have been included in the quoted prices.

3.9.2 Contractor shall follow all statutory guidelines/ norms, if any, as per Mines and Minerals Act of Govt. of Jharkhand,

### 4.0 COMPLETION PERIOD

4.1 Total time schedule for completion of Structural works shall be 11 months from the date of Work Order.

4.2 Completion Schedule / Time is the most important aspect of the work order. CONTRACTOR shall complete the entire work as per the scope of work detailed in the technical specification within the scheduled completion time.

4.3 In order to achieve completion period as stated above, contractor shall submit to MECON within 2 (two) weeks from work order, a detailed work programme/ time schedule indicating starting and completion dates for various activities (drawing submission & approval, QAP submission & approval, Inspection call & Inspection date, site handing over date, completion of work, etc.) in the form of a Bar Chart/ PERT Network to complete the entire scope of work, for approval by MECON. The Contractor shall have to comply with PERT/ Bar Chart, as approved by MECON, for completion of the entire work.



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4.4 The Completion schedule, as mentioned above, shall be suitably extended if the Contractor is delayed or impeded in the performance of any of its obligations under this order by reasons of any of the following:

i) Delay in approval of drawings by MECON/ ECL for Supply

Approval of drawings / datasheets / QAP etc. shall be as per schedule stipulated in TS. In case, there is a delay in approving or issue of drawings/ datasheets/QAP beyond the schedule stipulated, delivery period shall be suitably extended for delays on part of MECON/ Purchaser.

ii) Delay in Inspection and issue of Inspection Certificate & Despatch Clearance by MECON/ ECL

Provided the inspection call has been given complying with all the stipulations contained under clause 16.0 (INSPECTION/SUPERVISION AND TEST) ahead, in case there is a delay in inspection of items/inspection waiver certificate beyond the period stipulated, delivery period shall be suitably extended for delays on part of MECON/ Purchaser.

iii) Delay in handing over of front to carry out Site work as certified by site engineer

Site Clearance for work will be given to the Contractor for commencement of work as specified in technical specification.

iv) Any occurrence of Force Majeure

v) Any suspension order given by MECON.

vi) Any other reason not attributable to Contractor.

4.5 The Completion Schedule, under the above condition shall be extended by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the contractor for the reasons attributable to MECON. However, the extension shall be provided for only those items of works/ supply whose performance/ execution is hampered due to above indicated reasons. Except where otherwise specifically provided in the order, the Contractor shall submit to MECON their claim for an extension of the completion period together with particulars of the event or circumstances justifying such extension as soon as reasonably practicable after the commencement of such an event or circumstances. The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligation under the order.

### 5.0 TERMS OF PAYMENT

Subject to any deductions, which MECON may be authorized to make under the Contract, the Contract Price shall be payable as follows:

#### 5.1 SUPPLY

5.1.1 Eighty two and half percent (82.5%) of the Basic price alongwith 100% taxes & cess if any, shall be paid on pro-rata basis as per Price Schedule / approved Billing Schedule after receipt of material at Project site and upon receipt of complete and correct documents listed under Clause 15.0 at MECON, Ranchi.





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In order to avoid detention/ seizure of goods at check post during transit, the Contractor shall send the following documents alongwith the equipment:

- GST Registration Nos. of MECON & ECL.
- Delivery Challan.
- Packing List
- Consignment note/Lorry Receipt (LR)
- E-Way Bill, if applicable

In the event of any detention/ seizure of goods, the Contractor shall depute his personnel dealing to take up the matter with appropriate authorities to get the goods released. Without prejudice to any other rights as provided in the contract, the Contractor shall keep MECON harmless and be responsible for any loss/ damage/ delay, etc.

5.1.2 Five percent (5%) of the total basic price shall be payable after preliminary acceptance of the plant and against submission of invoice in three copies including original at MECON, Ranchi.

5.1.3 Seven and Half percent (7.5%) of the total basic price shall be payable after issue of Final Acceptance Certificate issued by ECL and submission of invoice in three copies including original at MECON, Ranchi

5.1.4 Five percent (5%) of the total basic price shall be payable after completion of Defect Liability Period and upon submission of the following documents to MECON, Ranchi:

- Pre-receipted invoice in four copies including original.
- Receipted copy of Lorry Receipt/ Consignment Note evidencing receipt of last consignment at site.
- No – Claim Certificate in MECON's Format.
- Payment reconciliation statement duly concurred by MECON.
- Certificate of completion of all obligations by the Contractor duly certified by MECON Site Engineer/ Project Coordinator.

## 5.2 ERECTION

5.2.1 82.5% (Eighty two & half Percent) of the executed basic value of work alongwith proportional Tax shall be payable on monthly pro-rata basis subject to satisfactory progress of work upon certification by the MECON's Site Engineer and upon submission of following documents in four sets at MECON, Ranchi:

- Pre-receipted Tax Invoice – contractor must raise Tax Invoice in terms of provision of GST.
- Measurement sheet duly signed by CONTRACTOR and certified by MECON's site engineer/ECL representative.
- Abstract of measurement sheet and work done till previous bill, current and cumulative quantities certified by MECON site representative.
- Documentary evidence towards payment of ESI, EPF etc. as per statute.
- Abstract sheet for ESI & EPF
- Undertaking that CONTRACTOR has complied with all statutory requirements as per Work Order during the period for which the progress payment has been claimed.
- Wage sheet of the workmen whose name appears on the wage sheet.

75% of 82.5% amount payable under clause no. 5.2.1 above shall be released on submission of invoice & certified measurement sheet and balance 25% of 82.5% amount shall be released on submission of documents as listed above.



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IN CASE ANY OR ALL OF THE DOCUMENTS LISTED UNDER CLAUSE 5.2.1 ABOVE IS NOT SUBMITTED ALONGWITH THE PRE- RECEIPTED R.A BILLS, PAYMENT AGAINST THE NEXT R.A BILLS SHALL BE KEPT IN ABEYANCE TILL SUBMISSION OF THE REQUISITE DOCUMENTS. IN SUCH AN EVENT CONTRACTOR SHALL ENSURE PAYMENT OF DUE WAGES TO HIS WORKMEN AS WELL AS PAYMENT TO STATUTORY AUTHORITIES KEEPING MECON / ECL COMPLETELY INDEMNIFIED AGAINST ANY CLAIMS.

- 5.2.2 Five percent (5%) of the total basic price shall be payable after preliminary acceptance of the plant and against submission of invoice in three copies including original at MECON, Ranchi.
- 5.2.3 Seven and Half percent (7.5%) of the executed basic value of work alongwith proportional Tax shall be payable after issue of final acceptance certificate issued by ECL and upon submission of invoice in three copies including original at MECON, Ranchi
- 5.2.4 Five percent (5%) of the executed basic value of work alongwith proportional Tax shall be payable after completion of Defect Liability Period and upon submission of the following documents to MECON, Ranchi:
- Pre-Receipted Invoice
  - No claim Certificate by the CONTRACTOR.
  - Documentary evidence towards payment of ESI, EPF, copy of TRRN etc. as per statute.
  - Copies of all statutory documents as required by ECL.
  - Statement of reconciliation of all the payments and recoveries made in the progress bills
  - Details of Recovery statement, with respect to crane hire charges etc. if any.
  - Site clearance including dismantling of store / office as directed by MECON/ECL.
  - Undertaking for indemnifying MECON/ECL against any liability arising in future."
  - No – Due/ Demand Certificate &/ or CLC Certificate issued by ECL for the entire period of execution of work, if applicable.
  - Royalty certificate from appropriate authorities, if required.
  - Certificate of completion of all obligations by the Contractor duly certified by MECON Site Engineer/ Project Coordinator.

Note:

- Preliminary Acceptance shall be issued by ECL as soon as all works in respect of integrated Start-up and trail run of entire Plant are completed.
  - Final Acceptance Certificate shall be issued by ECL after performance and guarantee tests of entire plant have been successfully completed.
- 5.3 All payments shall be released through Electronic Fund Transfer (NEFT/ RTGS) within 30 days of submission of pre-receipted invoice along with correct & complete set of documents at MECON, Ranchi. MECON will not be responsible for delay in payments in case of non-receipt of documents/ receipt of incorrect & incomplete set documents. The Contractor shall intimate their certified Bankers details and Account No. etc. to Finance Section, MECON, Ranchi as per the RTGS format given by MECON.
- 5.4 All Bank Guarantees shall be in MECON's proforma.
- 5.5 All Bank Charges shall be borne by the CONTRACTOR. The Non-judicial paper for the Bank Guarantee should be purchased in the name of the executing bank only and should not be more than six (6) months old.



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- 5.6 MECON shall deduct Taxes at source as per the prevailing statutes from the payments to be made to the CONTRACTOR. MECON shall deposit amounts thus deducted with the concerned authorities and issue necessary certificates to the CONTRACTOR to this effect.
- 5.7 All costs, charges or expenses which the Contractor is liable to pay may be deducted by MECON from any money due or becoming due to the Contractor against the subject order or any other order being executed, or may be recovered, at MECON's sole discretion, by action of law or otherwise from the Contractor.
- 5.8 All interim/ progress payments shall be regarded as Payments by way of advance against the final payment only and not as payment for work completed and shall not preclude defective/ imperfect/ incomplete materials to be removed. It will not be considered as an admission by MECON of the due performance of the Purchase Order, or any part thereof by the Contractor nor shall it preclude, determine or affect in any way the powers of MECON under these conditions or in any way vary or affect the Contract.
- 5.9 The progress payment made shall not exonerate the CONTRACTOR from liability to finally complete the work strictly in accordance with the specification and drawings, if required, by re-constructing, re-erecting and completing the faulty work in all respects.
- 5.10 GST will be reimbursed /paid at actual limited to amount as shown in the price schedule against fulfilment of following conditions in order to ensure Input Tax Credit of GST (ITC) as prescribed under GST Act/Rules:-
- Contractor should submit valid Tax Invoice as prescribed in the GST Act/ Rules;
  - Contractor should file valid statutory returns for the tax period on the Goods and Service Tax Portal that may be necessary to match the invoice on GSTN common portal and enable MECON to claim input tax credit in relation to any GST payable.
  - Contractor should make the payment of Tax in time with respect to GST.
- 6.0 SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE (SDPBG)
- 6.1 The contractor will furnish within 30 days from the date of the Purchase Order, Security Deposit either in the form Demand Draft (in case of SD amount upto Rs 1,50,000/-) or in the form of Bank Guarantee(BG),from a Scheduled or Nationalized Indian Bank, other than a Co-operative or Gramin Bank for a value of 3% of the Contract Price in favour of MECON in the prescribed pro-forma.
- 6.2 The BG shall be for the due and faithful performance of the Contract and shall remain binding notwithstanding such variation, alteration or extension of time as may be made, given, conceded or agreed to between the contractor and MECON in the Contract.
- 6.3 The BG furnished by the contractor will be subject to the terms and conditions of this order and MECON will not be liable for payment of any interest on the BG or any depreciation thereof.
- 6.4 Security Deposit will not be accepted in case the same has reference of remitter/ financier (If not declared in the bid/ order) other than contractor on the financial instrument of Security Deposit submitted by the contractor.
- 6.5 If supplier does not submit Security Deposit within 30 days of order, notice is to be served to the contractor for immediate submission of Security Deposit. Reminder notice will be served on the supplier upon expiry of initial notice period. In the event contractor commences work without submission of Security Deposit, the amount of Security Deposit will be adjusted from the initial bills to be submitted by the contractor ensuring that payments are released to the contractor only after adjustment of entire Security Deposit amount.



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- 6.6 In case where the security deposit amount is less than or equal to Rs. 1,50,000/- & EMD has been submitted by the successful bidder at offer stage other than in form of BG and successful bidder (supplier) requests to pay the differential amount of the Security Deposit amount (i.e. Security Deposit amount – EMD amount already paid) in the form of Demand Draft, the successful bidder (supplier) can do so.
- 6.7 The BG shall remain valid till 90 days beyond the expiry of Defect Liability Period and shall be released on contractor's request thereafter.
- 6.8 If the extent or object of the Contract is altered during the execution of the Contract in such a way as to effect an increase or reduction of the Contract price by more than 10%, the value of Security Deposit shall be adjusted accordingly, without altering the provisions as mentioned hereinabove.

### 7.0 DEDUCTIONS FROM CONTRACT PRICE

All costs, charges, damages or expenses which MECON/ ECL may have paid or incurred, shall be reimbursed by the Contractor to MECON/ECL, if and to the extent to which the Contractor is liable under the Contract to pay, within 30 days upon written request of MECON/ECL, failing which such costs, charges, damages or expenses shall be deducted by MECON from any money due or becoming due by him to the Contractor under the Contract or any other Contract, failing which such amounts shall be considered as debt due from the Contractor to MECON and shall be recoverable accordingly including but not limited to, by way of forfeiture of the SDPBG submitted by the Contractor under the Contract.

### 8.0 LIQUIDATED DAMAGES

- 8.1 If CONTRACTOR fails to complete the work in accordance with the time schedule, or within such extended time schedule as may be further granted to the CONTRACTOR, shall be liable to pay as liquidated damages and not by way of penalty @ 0.5% of the Total Contract Price, excluding taxes and duties paid or payable to the CONTRACTOR, per week of delay or part thereof upto a maximum of 10% of the 'Total Contract Price, excluding taxes and duties' paid or payable to the CONTRACTOR.
- 8.2 GST, as applicable, on Liquidated Damages/ penalty shall be deducted for which MECON shall issue tax invoice to the Contractor.
- 8.3 Payment or deduction of Liquidated Damages shall in no way relieve the CONTRACTOR from his contractual responsibility to complete the work.
- 8.4 Liquidated Damages, including applicable GST, shall be deducted from the payment payable to the contractor under terms of payment clause no. 5.1.3, 5.1.4, 5.2.3 and 5.2.4 of the Order and/ or by encashment of CONTRACTORS bank guarantees(if becomes necessary)
- 8.5 For the purpose of LD, completion date of the entire work covered under the order, shall be treated as the schedule completion date of the Order.
- 8.6 If completion schedule is delayed due to reasons attributable to both the parties, extension (without imposition of LD) shall be provided only for those items whose performance/ execution is hampered due to delay not attributable to the contractor. In such cases, LD shall be applicable on those items of works/ supply, whose performance/ execution is hampered due to the delay attributable to Contractor.
- 8.7 LD for the additional scope of supply/ work may be assessed separately (if tendered work is not dependent) considering the delays in respect of the additional supply/ work. Total LD against the order shall be the summation of LD against original order plus LD against additional supply/ work.



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9.0 PRICE ADJUSTMENT DUE TO VARIATION IN PRICE INDICES

9.1 For the portions of Erection of Steel Structure, the price variation due to escalation shall be allowed to the extent as detailed hereinafter:

If the prices of materials and wages of labour, required for execution of the work, increases, the contractor shall be compensated for such increase as per provisions detailed below :

- i. The amount of the contract shall accordingly be varied, subject to the condition that such compensation for variation in prices shall be available only for the work done during the Scheduled Contractual Period including such period for which the contract is extended under the provisions of the contract without imposition of LD.
- ii. The base date for working out such price variation shall be as on the Scheduled/ Extended due date of submission of bid (inclusive of price part) and/or submission of additional/ revised price bid.
- iii. The Price adjustment (plus or minus) as per the formula indicated below shall be subject to a ceiling of 10% of value of work excluding all taxes, levies etc. for which price variation is applicable.

9.2 The price variation clause as stated above will be applied for extended time frame of a contract by following the principles as under:

- i. Normally, if and when it is understood that a contract is not going to be completed within the scheduled time period, the contract is kept operative by extending the time of completion provisionally. During this provisional extended period the operation of the Price Variation Clause will remain suspended.
- ii. If and when it is decided at the end of the successful completion of the work that completion of work is delayed beyond scheduled time for completion as per the agreed Bar Chart due to reasons attributable to MECON and extension to the time for completion is granted, the extent of price variation, if any, shall be allowed in the contract price arising between the schedule date for completion and actual date of completion or extended date upto which price adjustment is allowed, whichever is earlier.
- iii. If it is decided at the end of the successful completion of the work that the time for completion is delayed due to reasons not attributable to MECON, the price variation Clause will not be revived and no payment shall be made to the contractor on this account.
- iv. If it is decided at the end of the successful completion of the work that the time for completion is delayed due to reasons attributable to both the parties. It may be difficult to exactly quantify the total delay proportionately in such cases. The Price Variation Clause under such condition will be made operative only for those items of works whose execution is hampered due to delay by MECON.



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9.3 Unless otherwise specified, the price for Erection works for Steel Structure and Construction Power Works, of the plant & machineries shall be subject to adjustment in accordance with the following formulae:

a) Price Variation for Labour:

The amount paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of labour and the cost shall be calculated quarterly in accordance with the following formula:

$$VL = W \times [A/100] \times [(L-LO)/LO]$$

Where:

V L = Variation in labour cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the price variation related as indicated in clause no. 9.4 .

A = Component of labour expressed as percentage of the total value of work adopted from Table-1

Lo = Minimum wages for unskilled workers payable as per the Minimum Wages Act of Central or state govt. (whichever is higher) or HPC wage of CIL, as applicable, to the place of work as on the last date stipulated for receipt of the Price bids or Revised Price bids whichever is later.

L = Revised minimum wages of unskilled workers corresponding to Lo during the period to which the escalation relates.

9.4 While calculating the value of "W" the following may be noted:

The escalation/ Price variation shall be payable on 85% of the cost of work, as indicated in the bills to which the escalation/price variation relates and from this amount (85% of the cost of work), the value of materials supplied or services rendered (at the prescribed rates under the relevant provisions of the contract), deducted/ to be recovered from the particular bill, shall be deducted before the amount of compensation for escalation/price variation is worked out. Further the above indicated amount shall not include any work for which payment is made at prevailing market rates.

9.5 In the event the price of materials and/ or wages of labour required for execution of the work decreases, there shall be downward adjustment of the work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formulae hereinbefore stated under this clause shall mutatis /mutandis apply.

9.6 The contractor shall submit "formal invoice" for Price adjustment, if any, after preliminary acceptance certificate is issued by ECL and after written acceptance of MECON. Contractor shall submit all break-ups and all supporting documents to justify their claim. However, Price variation shall be worked out and submitted to MECON at quarterly intervals and shall be with respect to the cost of work done during the previous three months.

v. Table-1

Value of A & B in the Price variation formula

Particulars	A. (Labour component )	B. (Material component )
For Erection and Commissioning of P&M	65	35



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### 10.0 TRANSIT INSURANCE

10.1 Transit Insurance policy shall be arranged by MECON to cover the risk against transit loss/ damage.

10.2 Immediately upon despatch of the equipment, the Contractor shall inform following details directly to the Insurance Company with a copy to "Senior General Manager I/c (Contracts), Ranchi – 834002, E-mail: [contrajmahal@meconlimited.co.in](mailto:contrajmahal@meconlimited.co.in) ", to ensure the Insurance of shipment under the policy of insurance.

- i) Lorry Receipt Number and name of the transporter.
- ii) Truck No./Trailer No incl. Name of Transporter.
- iii) Details of the PO. No. & goods despatched and number of total packages.
- iv) Value of goods despatched to be insured.

The details listed in point (i) to (iv) are also to be sent to the Insurance Company at the following address indicating MCE policy no. \_\_\_\_\_.

#### Name & address of Insurance Company

.....  
.....

The resultant loss, if any, due to failure of contractor/ sub- contractor to comply with the above instructions shall be to the account of contractor. If for any delay in intimating of dispatch particulars to the Insurance Company on the part of the Contractor the claims for damages are rejected, the Contractor shall be fully responsible for replacement of the damaged equipment.

In case of any damage/ loss/ pilferage/ non-delivery during transit, the contractor shall assist MECON for lodging the claim and for settling the claim on the underwriter at the earliest. The contractor shall also arrange replacement of the damaged, lost/ pilfered items expeditiously, so as not to hamper the erection and commissioning work. The resultant loss, if any, due to failure of contractor/ sub- contractor to comply with the above instructions shall be to the account of contractor.

10.3 The Contractor shall bear the entire cost of corresponding with the Insurer and arrange all documents/ information's facilitating inspection/ discussions by the officials/ surveyors deputed by the Insurer. The Contractor shall make all efforts to get settlement of claim at the earliest and no time extension for completion of work will be given for delay on this account.

10.4 Contractor and his sub-Contractor, as required by law for purpose of this contract, shall arrange, secure and maintain during execution of the Contract, all other types of insurance as may be necessary or required by law for purpose of this order and for all such amounts to protect the interest of MECON/ ECL against all risks as detailed herein. Insurance Policy taken shall be kept valid till completion of work.

### 11.0 DESPATCH AND BILLING SCHEDULE

The Contractor shall prepare and furnish to MECON within 30 (thirty) days from the date of order, a detailed despatch schedule indicating billing break up of each individual item and break up of complete equipment into shipment units with approximate quantities/ weight along with probable date of shipment for approval by MECON. The contractor shall ensure that despatches are made and invoices raised as per despatch and billing schedule duly approved by MECON.



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### 12.0 ASSIGNING & SUB-LETTING

12.1 The Contractor shall not transfer or assign the order or any part thereof or any benefit or interest therein or there under without the written consent of MECON. In the event of the Contractor contravening this condition, MECON shall be entitled to place the order elsewhere on the Contractor's account or at his Risk & Cost, then the Contractor shall be liable for any loss or damage which MECON/ ECL may sustain in consequence or arising out of such replacing of the order. This shall not relieve the Contractor of any responsibility under this order.

12.2 The CONTRACTOR shall not sublet/ sub-contract the whole or any part of work or assign the order or any part thereof without the prior approval of MECON. Such approval shall accord within 15 days of the request received from Contractor alongwith all required documents establishing the credentials of the sub-contractor. Such approval, if given, shall not establish any contractual relationship between the Sub-Contractor (s) and MECON and shall not relieve the CONTRACTOR of any liability, responsibility or obligation under this order and the CONTRACTOR shall be responsible for the acts, defaults & neglects of any Sub-contractor or his representative/ agents, servants or workmen as fully as if they were the acts, defaults and neglects of the CONTRACTOR himself. In the event the CONTRACTOR contravenes this condition, MECON reserves the right to reject the Work sub-contracted and complete the same from elsewhere at CONTRACTOR's Risk and Cost. The CONTRACTOR shall be solely liable for any loss or damage which MECON/ ECL may sustain in consequence or arising out of such replacing of the contract work.

### 13.0 TYPE, QUALITY OF MATERIAL AND WORKMANSHIP

13.1 All materials used in the manufacture of the equipment shall be selected from the best available for the purpose, considering strength, durability and best engineering practice. Liberal factors of safety shall be used throughout the design and specially in the design of all parts subject to alternating stresses or shocks. All the work shall be performed and completed in a thorough workmanship like manner and shall follow the best modern practice in the manufacture of high-grade equipment notwithstanding any omissions in the specifications. Castings shall be free from holes, flaws, cracks or other defects and shall be smooth, close grained and of true forms and dimensions. No plugged or filled up holes or other defects will ordinarily be allowed. Such h castings are liable to be rejected. However, the Contractor may rectify minor casting defects by welding or other method in accordance with the standard manufacturing practice provided such rectification does not affect the strength of the casting or impair the efficient working of the plant and prior approval of the MECON/ ECL is obtained for the same.

13.2 The CONTRACTOR shall be deemed to have carefully examined and to have knowledge of the general & other conditions, specifications, schedules, drawings, etc. forming part of the order and also to have satisfied himself as to the nature and character of the work to be executed and, where necessary, of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from MECON shall not in any way relieve the CONTRACTOR from his responsibility for executing the work of the order including all details and incidental works not specifically mentioned in the order but necessary for ensuring complete execution of the work as per technical specifications. If the Contractor shall have any doubt as to the meaning of any portion of the order, Contractor shall submit the same to MECON, in writing in order that such doubt may be clarified/ removed.

13.3 The Contract work shall be of the best quality and workmanship according to the proven latest engineering practice in vogue at the time of entering into the order. All materials shall be new.

13.4 Brand Names/Makes, Codes and Standards referred in Contract documents shall be followed. Brand Names/ Makes, Codes and Standards of other countries can be followed with the prior written approval of MECON provided materials, supplies and equipment according to the standard are equal to or better than the corresponding standards specified in the order.





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### 14.0 SUBMISSION OF PROGRESS REPORT

The CONTRACTOR shall furnish progress report as 1<sup>st</sup> & 15<sup>th</sup> of every month showing the progress of each activity as per the bar chart agreed between MECON and CONTRACTOR. If requested by MECON, CONTRACTOR shall also furnish three (3) prints each to the MECON of progress photographs of the work done at Site.

### 15.0 SUBMISSION OF DESPATCH DOCUMENTS AND INVOICE

15.1 Immediately after delivery of the equipment at site the documents listed below shall be sent by the Contractor to the following address by Speed Post/ Courier in folders:

	Address	Documents
A)	Senior General Manager I/c (Contracts), MECON Limited, Ranchi – 834002	i) 1 original + 3 copies of receipted LR ii) 1 original + 3 copies of receipted Challan iii) 1 original + 3 copies of Packing List iv) 1 original + 3 copies of GST compliant Tax Invoice v) 1 original + 3 copies of Pre Despatch Clearance Certificate/ Inspection Certificate and Dispatch Clearance. vi) 1 original + 4 copies of Warranty Certificate vii) E way bill, if applicable viii) 'Lot/ Set' completion certificate duly certified by MECON, as applicable.

Contractor shall ensure to submit the scan copy of the entire despatch documents thro' mail, prior to despatch of materials from their works, to the Insurance Company and MECON.

15.2 The contractor shall also notify MECON, the date of each shipment from his works and the expected date of arrival of shipment at the site.

15.3 The contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information MECON /ECL may require.

### 16.0 INSPECTION/SUPERVISION , TEST & DESPATCH CLEARANCE

(To be read in conjunction with relevant TS Clause, if specified.)

16.1 MECON/Purchaser/Consultant/Inspector(Purchaser's Authorised representative) shall have the right of inspection and supervision of the manufacturing process adopted by the Contractor for the manufacture of equipment/material at various stages through his authorised representatives. In case, the manufacturing process adopted is not found suitable and commensurate with the desired quality of the equipment, the Contractor will be advised to adopt the correct manufacturing process which will be binding on the Contractor. MECON's decision regarding the quality of work and its acceptability shall be final and binding on the Contractor.

16.2 MECON/Purchaser/Consultant/Inspector shall have at all reasonable times access to the contractor's premises or works and shall have the power at all reasonable times to inspect and examine the materials and workmanship of the works during its manufacture or erection and if part of the works is being manufactured or assembled at other premises or works, the contractor shall obtain for the engineer and for his duly authorised representative permission to inspect as if the works were manufactured or assembled on the contractor's own premises or works.



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- 16.3 The Contractor shall give minimum fifteen (15) days notice in advance to MECON for inspection and testing of any equipment/material on its being ready specifying the period likely to be required for such inspection and testing. Such tests shall be to the contractor's account except for the expenses of the Inspector. MECON/Purchaser/Consultant/Inspector, unless witnessing of the tests is virtually waived, will attend such tests within fifteen (15) days of the date on which the equipment is notified as being ready for test/inspection. Inspection Clearance / Waiver Certificate shall be issued by MECON/Purchaser/Consultant/Inspector within fifteen (15) days after completion of tests but if the tests are not witnessed by MECON/Purchaser/Consultant/Inspector, the certificate shall be issued within fifteen (15) days of the receipt of the contractor's test certificate by MECON/Purchaser/Consultant/Inspector. The Contractor shall submit 4 sets of Internal Inspection Reports, Material Test Certificates, etc. as per agreed QAP for arranging inspection/ issuing Inspection Clearance/Waiver Certificate of equipment/items.

- 16.4 While sending Inspection Call, Billing Schedule No., etc. as mentioned below, shall be indicated so that Billing Schedule No. is mentioned in the Inspection Clearance / Waiver Certificate.

B. S. No.	Contract Reference	Items	Unit	Qty.
Break -up with details shall be issued separately.				

- 16.5 Preliminary inspection shall be made by MECON/Purchaser/Consultant/Inspector either at the Contractor's or at his Subcontractor's plant or work site as per case may be. Such inspections shall be in accordance with the "Quality Assurance Plan" as per TS. If MECON/Purchaser/Consultant/Inspector representative observe any non-conformance with the contract requirements is not being corrected in accordance with the Quality Assurance Plan, MECON/Purchaser/Consultant/Inspector may so notify the Contractor in writing and the Contractor shall take appropriate corrective action.
- 16.6 Upon arrival of an item at the place of destination and reasonable notification to MECON by the Contractor that the item is ready for final inspection and test, MECON/Purchaser/Consultant/Inspector shall, with the assistance of the Contractor, promptly conduct a final inspection and test of the applicable items involved and either accept the same in writing or notify the Contractor in writing of those particulars in respect of which the equipment is unacceptable. Upon demonstration to MECON/Purchaser/Consultant/Inspector the corrective actions, the item involved shall be accepted by MECON/Purchaser/Consultant/Inspector in writing.
- 16.7 Actions referred to in Sub-Articles 16.5 and 16.6 shall be accomplished by the Contractor at his expense upon receipt of notice thereof. If the Contractor fails, MECON/Purchaser/Consultant/Inspector may take such action as deemed fit in each case.
- 16.8 The Contractor shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably demanded by MECON/Purchaser/Consultant/Inspector to carry out effectively such tests of the equipment in accordance with the contract and shall given facilities to the MECON/Purchaser/Consultant/Inspector to accomplish testing.
- 16.9 The Contractor shall perform tests in accordance with relevant chapter of Technical Specification and delivered test data in accordance with Technical Specification and the approved Quality Assurance Plan. MECON/ Purchaser/ Consultant/ Inspector shall have the right to witness the tests in accordance with Technical Specification and Quality Assurance Plan. Contractor shall intimate MECON/ Purchaser/ Consultant/ Inspector in advance the place and time of tests, enabling MECON/ Purchaser/ Consultant/ Inspector to depute its personnel for witnessing the tests.



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- 16.10 Final acceptance of the total system shall be deemed to have taken place when the technical parameters with defined end conditions, test specifications, performance achievement as per function requirements are complied with as per Technical Specification. The defect liability period as referred in clause – 20.0 commences from the date of this acceptance of the system and taking over by MECON/ Purchaser/ Consultant/ Inspector .
- 16.11 In case the inspection and tests of the equipment have been satisfactorily completed, MECON / Purchaser / Consultant shall issue a certificate to that effect.
- 16.12 Consignment shall be despatched only after receipt of Despatch Clearance from MECON.
- 16.13 Despatch clearance will be issued to the contractor after inspection and/ or acceptance of the equipment is over.
- 16.14 Consignment despatched without Inspection Certificate from MECON/ ECL/ CMPDI & Despatch Clearance from MECON may be liable for non-acceptance.
- 16.15 The Despatch Clearance of MECON shall be issued to within two (2) working days from the date of the Inspection Certificate issued by MECON/ECL.
- 17.0 **PROTECTIVE PAINTING & PACKING**  
(To be read in conjunction with relevant clause of Technical Specification)
- 17.1 The Contractor shall properly clean and/or send equipment and apply an initial coat of rust inhibitor and a flat shop coat of paint (except shop finished equipment). All shop primer and paints shall be subject to approval of MECON/ECL. All closely machined parts shall be covered with an approved protective coating to prevent deterioration of surfaces during transportation and storage.
- 17.2 The Contractor shall include and provide for securely protecting and packing the equipment so as to avoid damage in transit under proper conditions and he shall be responsible for all losses or damage caused or occasioned by any defect in packing. All equipment shall be packed in accordance with approved packing specifications.
- 17.3 All equipment and parts susceptible to corrosion by exposure to moisture and all electrical equipment shall be thoroughly protected against damage during transit and storage. MECON/ ECL will take no responsibility for any damage done to the equipment enroute to the "site of work", or "place of delivery" whichever may be specified due to the packing being faulty. Special packing with identification mark on packages should be provided for fragile materials. The identification marking indicating the name and address of the consignee shall be clearly marked in indelible ink on two opposite side and top of each of the packages. In addition, the Contractor shall include in the marking gross and net weights, outer dimensions and cubic measurements.
- 17.4 Each bale or package shall be accompanied by a Packing Note quoting specifically the name of the Contractor, the number and date of contract, the name of the office placing the contract and nomenclature of contents.
- 17.5 The shipment dimension of each package shall not exceed a maximum dimension of packing which can be accepted for transport.
- 17.6 The Contractor shall be independently responsible for any loss, damage or depreciation to the equipment/ supplies due to faulty precaution or insecure packing or for any other case whatsoever.



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- 17.7 In case of consignment received at the project site in outwardly sound condition of package but found shortage/ damage on being opened, the liability for free replacement will be accepted by the Contractor.
- 18.0 MARKING
- 18.1 All packages shall be clearly and properly marked in ENGLISH language with indelible paint by stencilling. All previous irrelevant marking shall be carefully obliterated. The Contractor shall ensure that the following are clearly stencilled with good quality non-fading paint on the packages in characters of 150 mm height or so (depending upon size of the packages).
- Name and Address of the Consignee
  - Name of the Contractor / Sub-Contractor (as the case may be)
  - Contract / W.O. No.
  - Description
  - Quantity
  - Challan No.
  - Package No. 1/10, 2/10, 3/10 ..... 10/10 (when there are 10 packages for one consignment).
  - Gross and Net Weights
  - Outer Dimension
  - Place of Despatch
  - Destination
  - Transit Insurance Policy No.
  - Inspection Certificate No. and Date
- 18.2 Wherever necessary the packages shall be marked with special marking 'TOP', 'BOTTOM', 'DO NOT OVERTURN', 'FRAGILE', 'HANDLE WITH CARE', 'KEEP DRY', etc., as well as special symbol indicating the top. The position of centre of gravity shall be marked with vertical red line.
- 18.3 The Contractor shall indicate in the respective packing list identification of packages for the following categories:
- To be stored in covered area
  - To be stored in outer yard with covered tarpaulin
  - To be stored in outer yard without cover
  - To be stored in air-conditioned stores
  - Any special precaution to be taken during storage
- 18.4 For identification of packages at site colour band of specified colour of at least 150 mm width shall be painted throughout the breadth of the package on all 4 sides, at a depth of 300 mm below the top of the package.
- 18.5 In addition to the above the packages containing commissioning spares, tools & tackles, operating supplies and spares for operation and maintenance shall be painted in black non-fading paint with the following letter in capital 'C', 'T', 'O' or 'S' respectively in characters of 150 mm high or so at the right hand top corner.
- 18.6 In case of bundles or metal base, the markings, as herein designated, are to be placed on metal tags which shall be securely attached to the bundle or base as conspicuously as possible.



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### 19.0 SHOP ASSEMBLY AND TRIAL RUN

- 19.1 The Contractor shall trial assemble the complete equipment in his shop and conduct the trial run of the equipment. The equipment shall be match marked before disassembly, wherever necessary, prior to despatch for the convenience of assembly at site.
- 19.2 The Contractor shall undertake at his shop trial run of the assembled equipment and the trial run shall be carried out as per the relevant standard. Upon receipt of acceptance certificate from MECON/ Inspection Agency the Contractor shall disassemble the equipment and pack the same properly for despatch to site.

### 20.0 DEFECT LIABILITY PERIOD

- 20.1 The Contractor shall guarantee:
- The successful and satisfactory operation of the equipment fabricated, manufactured, supplied and erected under the Order, as per the Technical Specifications. The performance and efficiencies of the equipment shall not be less than the respective guaranteed values upto Defect Liability Period.
  - The Contract work shall not show any sign of defects, cracks, settlements, disfigurements, shrinkage, leakage, dampness or any other faults upto Defect Liability Period.
  - That the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from MECON/ ECL, fully remedy free of expenses to MECON/ ECL, such defects as developed within Defect Liability Period specified in the Order.
  - The CONTRACTOR shall maintain and satisfactorily execute at his own cost all such works of repair, amendment, reconstruction, rectification, replacement, all regular schedule work and any other work to make good the faulty work within Defect Liability Period.
- 20.2 The guarantees have to be furnished on format(s) approved by MECON/ECL and shall be signed by the Contractor.
- 20.3 Defect Liability Period shall be a period of Twelve (12) months commencing from the successful completion of Performance Guarantee Test.
- 20.4 The contractor's liability shall be to replace any defective parts that may develop in plant of his own manufacture under the conditions provided for by the order under proper use and arising solely from faulty design, materials or workmanship and non -performance provided always that such defective parts as are not repairable at site, and are not essential in the meantime in the commercial use of the plant, are promptly returned to the Contractors Works unless otherwise arranged. All such replacements of defective parts mentioned above shall be made free of costs at site by the Contractor and the return of the defective parts to the Contractor's works shall be the Contractor's responsibility and shall be made at his expense. MECON/ECL will, however, render such assistance in this matter as well expedite the same. In the case of defective parts not repairable at site but essential in the meantime for the commercial use of the plant, the Contractor shall replace at site free of cost to ECL the said defective parts before the defective parts are removed to his Works.
- 20.5 If for rectification or replacement of any part of equipment or work due to defective materials, manufacture or design and non-performance, the services of the Contractor personnel are requisitioned within the Defect Liability period, these services shall be made available free of cost to MECON/ECL.
- 20.6 If it becomes necessary for the contractor to replace or renew any defective portions of the plant under this clause, the provisions of this clause will apply to the portions of the plants so replaced or renewed until the expiration of six (6) months from the date of such replacement or renewal or until the end of the above mentioned Defect Liability Period, whichever may be later.



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- 20.7 If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, MECON may give to the CONTRACTOR a notice requiring that tests of the defective work shall be made by the CONTRACTOR immediately upon completion of such remedial work, whereupon the CONTRACTOR shall carry out such tests.
- 20.8 If the Contractor does not commence the rectification either by repair or replacement of such defects within 30 (Thirty) days from the date of notice by MECON/ ECL or does not complete the said rectification with reasonable diligence and within a reasonable time, MECON may, at their option rectify the defects at the Contractor's Risk and Cost. MECON shall, in such a case, deduct the cost incurred by MECON from payments due to the Contractor for remedy of such defects without prejudice to other rights of MECON under this Order.
- 20.9 Until the final certificate has been issued by ECL to MECON, the Contractor shall have the right of entry, at his own risk and expenses by himself or his duly authorised representatives whose names shall previously have been communicated in writing to ECL & MECON, at all reasonable working hours upon all necessary parts of the works, for the purpose of inspecting the working and the records of the plant and taking notes there from and, if he desires, at his own expense making any tests, subject to the approval of ECL/MECON that work will not be unreasonably withheld.
- 20.10 If the Facilities or any part/ equipment thereof cannot be used by reason of such defect and / or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part/ equipment cannot be used by ECL/MECON because of any of the aforesaid reasons
- 21.0 FIELD OFFICE RECORDS:
- 21.1 The contractor shall maintain at his site office up-to-date copies of all drawings, specifications and other contract documents and any other supplementary data complete with all the latest revisions thereto. The contractor shall also maintain in addition the continuous record of all changes to the above contract documents, drawings, specifications, supplementary data, etc. effected at the field and on completion of his total assignment under the contract shall incorporate all such changes on the drawings and other engineering data to indicate as installed condition of the equipment furnished and erected under the contract. Such drawings and engineering data shall be submitted to ECL/MECON in required number of copies. Daily work programme with progress of the previous day and deployment of labour related to work programme and attendance of workmen deployed during the previous day shall be maintained in a register.
- 21.2 This register shall be signed by authorised representative of the contractor which will then be checked and signed by the owner's representative. Every three months this register shall be deposited to the owner which shall then be owner's property.
- 22.0 CONTRACTOR'S MATERIALS BROUGHT ON TO SITE
- 22.1 The contractor shall bring to site all equipment, parts, materials, including construction equipment, tools and tackles for the purpose of the works with intimation to ECL/MECON. All such goods shall, from the time of their being brought vest in the owner, but may be used for the purpose of the works only and shall not on any account be removed or taken away by the contractor without the written permission of ECL/MECON. The contractor shall never the less be solely liable and responsible for any loss or destruction thereof and damage thereto.



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- 22.2 The owner shall have a lien on such goods for any sum or sums which may at anytime be due or owing to him by the contractor, under, in respect of or by reasons of the contract. After giving a fifteen (15) days' notice in writing of his intention to do so, the owner shall be at liberty to sell and dispose of any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.
- 22.3 After the completion of the works, the contractor shall remove from the site under the direction of ECL/MECON the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of ECL/MECON. If the contractor fails to remove such materials, within 15 days of issue of a notice by ECL/MECON to do so then ECL/MECON shall have the liberty to dispose of such materials as detailed under clause 24.2 above and credit the proceeds thereto the account of the contractor.
- 23.0 PROTECTION OF WORK
- 23.1 The CONTRACTOR is responsible for protecting his "Work" till it is finally accepted by MECON, No claim will be entertained by MECON for any damage or loss to the Contractor's 'Work'. CONTRACTOR is also responsible for complete restoration of the damaged 'Work' to its original condition to comply with the specifications and drawings keeping MECON / ECL / Co – CONTRACTORS completely indemnified.
- 23.2 The contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the owner and the employees of other contractors and sub-contractors and all public and private property including structures, buildings, other plants and equipment and utilities either above or below the ground.
- 23.3 No part of the Facilities or foundations shall be covered up at the Site without the CONTRACTOR carrying out any test and / or inspection required under the Contract. The CONTRACTOR shall give a reasonable notice to MECON whenever any such parts of the Facilities or foundations are ready or about to be ready for test and/ or inspection; such test and / or inspection and notice thereof shall be subject to the requirements of the order.
- 23.4 The CONTRACTOR shall uncover any part of the Facilities or foundations, or shall make openings in or through the same as the MECON may from time to time require at the Site, and shall reinstate and make good such part or parts.
- 23.5 The contractor shall ensure provision of necessary safety equipment such as barriers, sign-boards, warning lights and alarms, etc. to provide adequate protection to persons and property. The contractor shall be responsible to give reasonable notice to ECL/MECON and the owners of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his works and shall make all necessary arrangements with such owners, related to removal and/or replacement or protection of such property and utilities.
- 24.0 CONSTRUCTION MANAGEMENT:
- 24.1 The field activities of the contractors working at site, will be co-ordinated by ECL/MECON and ECL/MECON's decision shall be final in resolving any disputes or conflicts between the contractor and other contractors and tradesmen of the owner regarding scheduling and co-ordination of work. Such decision by ECL shall not be a cause for extra compensation or extension of time for the contractor.



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- 24.2 ECL/MECON shall hold weekly meetings of all the contractors working at site, at a time and a place to be designated by ECL/MECON. The contractor shall attend such meetings and take notes of discussions during the meeting and the decisions of ECL/MECON and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meetings, ECL/MECON may call for other meetings either with individual contractors or with selected number of contractors and in such a case the contractor, if called will also attend such meetings.
- 24.3 Contractor shall be responsible for performance this works in accordance with the specified construction schedule. If at any time, the contractor is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to ECL/MECON, satisfying that his action will compensate for the delay. The contractor shall not be allowed any extra compensation for such action.
- 24.4 ECL/MECON shall however not be responsible for provision of additional labour and/or materials or supply or any other services to the contractor except for the co- ordination work between various contractors as set out earlier.
- 25.0 TITLE AND ASSUMPTION OF RISK
- 25.1 The transfer of title to ownership for the work under this order shall pass on to the ECL on its accretion on payments of Taxes & Cess in the state of Jharkhand.
- 25.2 Notwithstanding the transfer of ownership of the Plant and Equipment, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the CONTRACTOR until Commissioning of the Facilities in which such Plant & Equipment, structures, civil construction work and refractories are incorporated. The CONTRACTOR shall make good, at its own cost, any loss or damage that may occur to the facilities or relevant part thereof from any cause whatsoever during such period. The CONTRACTOR shall also be responsible for any loss or damage to facilities caused by the CONTRACTOR or its sub-CONTRACTOR or its sub-CONTRACTORS in the course of any work carried out pursuant to Defect Liability Period
- 26.0 PERMITS AND LICENSES
- 26.1 The CONTRACTOR shall at its own expense obtain all permits and licenses (Labour and Electrical) from concerned authorities, state / Indian Government required for the performance of work under this order and the CONTRACTOR shall be required to bear all fees paid to the Government or local licensing authority for obtaining permits and licenses. MECON shall not reimburse the CONTRACTOR for any such fees paid. The CONTRACTOR shall perform the work in accordance with the conditions of all applicable permits and licenses.
- 26.2 The CONTRACTOR shall provide MECON with evidence of licenses granted and any restrictions contained therein.
- 26.3 The Contractor shall pay all taxes due in India for the personnel employed by the Contractor for work arising out of their services in connection with the Contract.
- 27.0 BENCH MARK AND CONTRACTOR'S SUPERVISION
- 27.1 The Contractor shall be responsible for the true and proper setting-out of the Facilities periodically in relation to bench marks, reference marks, check lines and levels provided to it in writing by or on behalf of the Employer. If, at any time during the progress of installation of the Facilities, any error shall appear in the position, level or alignment of the Facilities, the Contractor shall forthwith notify ECL/MECON of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of ECL/MECON.





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27.2 The Contractor shall give or provide all necessary superintendence during the installation of the Facilities, and the Contractor's Representative or its deputy shall be constantly on the Site to provide full-time superintendence of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective discipline and supervisory staff who are competent to adequately supervise the work at hand.

### 28.0 COMPLIANCE WITH STATUTORY LAWS AND OTHER REGULATIONS

28.1 The CONTRACTOR shall, throughout the performance of this order, comply with all the laws, rules, regulations and statutory requirements/obligations of Government of India/ State/ Local Government and other statutory bodies applicable at Site for this contract work and MECON/ ECL shall not be liable for any action of the statutes applicable due to non-fulfilment of statutory obligations by the CONTRACTOR.

28.2 The CONTRACTOR shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the work.

28.3 The CONTRACTOR shall conform in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall keep MECON/ ECL indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law etc.

28.4 The CONTRACTOR shall get himself registered with the concerned authorities as provided under various applicable Acts and shall be directly responsible to such authorities for compliance with the provisions thereof.

28.5 By way of illustration of various Acts as stated in the contract, the following Acts or any amendment thereof shall be complied with by the CONTRACTOR.

- i) Employee Provident fund Act, 1952.
- ii) Contract Labour Act (Regulation and Abolition Act, 1970)
- iii) Minimum wages Act, 1948 & minimum wages fixation Act, 1962.
- iv) Payment of wages Act, 1936.
- v) Workmen compensation Act, 1923.
- vi) Factories Act, 1948.
- vii) Apprenticeship Act, 1961.
- viii) Family Pension Act, 1952.
- ix) Contract labour (Regulation and Abolition) Central Rate 1971
- x) Employee liability Act 1938
- xi) Industrial Dispute Act 1947
- xii) Employee state Insurance Act 1948
- xiii) The Building and Other Construction Works (Regulation and Condition of Contract) Act 1996.
- xiv) Cess Act 1996
- xv) Payment of Bonus Act, 1965

28.6 The CONTRACTORs establishment shall be subjected to inspection, investigation etc. by MECON/ECL for ensuring proper and faithful compliance of the provisions of this order by the CONTRACTOR with regard to labour laws and matters stated in this clause.



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28.7 The CONTRACTOR shall provide, at his own cost, to all staff and workmen directly or indirectly employed in the works, all amenities for securing proper working and living conditions at the Site and at the labour camp. The CONTRACTOR shall also provide medical facilities at the site as per rules in force in relation to strength of their staff and workmen deployed at site.

### 29.0 INSPECTION, START-UP, TRIAL OPERATION & PERFORMANCE TESTS AND GUARANTEE

(To be read in conjunction with relevant clause of Technical Specification)

#### 29.1 INSPECTION

The Contract work shall be inspected by MECON / ECL/ CMPDI to ensure that the plans and specification are being properly executed. MECON / ECL / CMPDI shall have access and right to inspect the work or any part thereof at any stage. If by the above inspection, MECON / ECL / CMPDI reject any work, the CONTRACTOR shall make good such rejections either by modifications or repairs as may be necessary, to the entire satisfaction of MECON. Such repair modifications include re-erection of such of those works of other CONTRACTOR's and / or agencies, which might have got damaged or affected by re-work done to the CONTRACTOR's work.

#### 29.2 START UP

On completion of erection of the equipment and before start-up, each item of the equipment shall be thoroughly cleaned and then inspected jointly by ECL/CMPDI/MECON and the successful Tenderer for correctness and completeness of installation and acceptability of start-up, leading to initial pre-commissioning tests at site. The list of pre-commissioning tests to be performed shall be as mutually agreed and included in the successful Tenderer's quality assurance programme.

The successful Tenderer's commissioning/start-up engineers specifically identified as far as possible shall be responsible for carrying out all the pre-commissioning tests. On completion of inspection, checking and after the pre-commissioning tests are satisfactorily over, the complete equipment shall be placed on initial operation during which period the complete equipment shall be operated integral with sub-systems / supporting equipment and other equipments/system (supplied under other packages) as a complete plant referred hereinafter as plant.

#### 29.3 TRIAL OPERATION

The plant shall then be on trial operation during which period all necessary adjustments shall be made while operating over the full load-range enabling the plant to be made ready for performance and guarantee tests.

The duration of trial operation of the complete equipment and plant shall be fourteen (14) days out of which at least seventy two (72) hours shall be continuous operation on full load or any other duration as may be agreed to, between ECL/CMPDI/MECON and the successful Tenderer. The trial operation shall be considered successful, provided that each item of the equipment and plant can operate continuously at the specified operating characteristics, for the period of trial operation.

For the period of trial operation, the time of operation with any load shall be counted. Minor interruptions not exceeding four (4) hours at a time, caused during the continuous operation shall not affect the total duration of trial operation. However, if in the opinion of ECL/CMPDI/MECON, the interruption is long, the trial operation shall be prolonged for the period of interruption.



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A trial operation report comprising of observations and recordings of various parameters to be measured in respect of the above trial operation shall be prepared by the successful Tenderer. This report, besides recording the details of the various observations during trial run, shall also include the dates of start and finish of the trial operations and shall be signed by the representatives of both the parties. The report shall have sheets, recording all the details of interruptions occurred, adjustments made and any minor repairs done during the trial operation. Based on the observations, necessary modifications/ repairs to the plant shall be carried out by the successful Tenderer to the full satisfaction of ECL/CMPDI/MECON to enable the latter to accord permission to carry out performance and guarantee tests on the plant. However, minor defects which do not endanger the safe operation of the equipment, shall not be considered as reasons for withholding the aforesaid permission.

#### 29.4 PRELIMINARY ACCEPTANCE

On completion of start up and trial operation, preliminary acceptance shall be issued by ECL for entire plant.

#### 29.5 PERFORMANCE AND GUARANTEE TEST

The final test as to the performance and guarantees shall be conducted at site, by ECL/CMPDI/MECON. Such tests will be commenced within a period of two (2) months after successful completion of trial operations. Any extension of time beyond the above two (2) months shall be mutually agreed upon.

These tests shall be binding on both the parties of the contract to determine compliance of the equipment with the performance guarantees.

The available instrumentation and control equipment will be used during such tests and ECL/CMPDI/MECON will calibrate all such measuring equipment and devices as far as practicable. However, un-measurable parameters shall be taken into account in a reasonable manner by ECL/CMPDI/MECON, for the equipment of these tests. The tests will be conducted at the specified load points and as near the specified cycle condition as practicable. ECL/CMPDI/MECON will apply proper corrections in calculation, to take into account conditions which do not correspond to the specified conditions.

Any special equipment, tools and tackles required for the successful completion of the performance and guarantee tests shall be provided by the successful Tenderer, free of cost.

The guaranteed performance figures of the equipment shall be proved by the successful Tenderer during these performance and guarantee tests. Should the results of these tests show any decrease from the guaranteed values, the successful Tenderer shall modify the equipment as required to enable it to meet the guarantees. In such case, performance and guarantee tests shall be repeated within one month, from the date the equipment is ready for re-tests and all cost for modifications including labour, materials and the cost of additional testing to prove that the equipment meets the guarantees, shall be borne by the successful Tenderer. Duration of performance guarantee tests will be of one month of which 6 (six ) days continuous on load operation is the minimum requirement and in case it fails , the process of performance guarantee tests will be repeated.

The specific tests to be conducted on equipment have been brought out in the technical specifications.

Performance and guarantee test shall make allowance for instrumentation errors as may be decided by ECL/CMPDI/MECON.



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### 29.6 TEST CODES

The provisions outlined in the ASME performance test codes or other international and Indian approved equivalents shall generally be used as a guide for all the above test procedures unless otherwise specified in the technical specifications.

### 29.7 FINAL ACCEPTANCE

Final Acceptance certificate shall be issued by ECL when the performance guarantee tests have been successfully completed and the guaranteed output and other parameters are met or the amount of Liquidated Damages, if recoverable, has been recovered.

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MECON submits all the final drawings & documents for the respective facilities and meets obligations under the MECON/ECL contract have been fulfilled.

### 30.0 LABOUR

#### 30.1 CONTRACT LABOUR RULES

- i. In respect of all labour directly or indirectly employed on the works by the CONTRACTOR, the CONTRACTOR shall comply with all legislation or rules of state and / or Central Government and or Local Authority governing the protection of health, sanitary arrangement, wages, welfare and safety applicable for labour employed on building and construction works. The rules and other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register etc. will be deemed to be part of the Contract.
- ii. Contractor to employ, to the extent possible (as per policy decision of ECL valid from time to time), local project affected people and pay wages not less than the minimum wages as per minimum Wages Act of Central or state govt. (whichever is higher). The latest Rate as per Govt. Notification and as available on the Govt. Website shall be applicable
- iii. The Contractor shall register themselves on the Contract Labour Payment Management Portal (CLPMP) of CIL within 30 days of issue of work order and will have to enter and update periodically the following details in the portal:
  - a. Work Order details
  - b. Details of Contractor workers and payment of wages in respect of each Work Order each month.
- iv. All the contract workers shall be covered with the Bio-metric attendance system for payment of wages.
- v. Contractors should deploy suitably experienced workers as mentioned in relevant Govt. circular.
- vi. All travelling expenses including provisions of all necessary transport to and from site lodging allowances and other payments to contractor's employees shall be the sole responsibility of the contractor.
- vii. The hour of work on the site shall be decided by the owner and the contractor shall adhere to it. Working hours will normally be eight (8) hours per day- Monday to Saturday.
- viii. Contractor's employees shall wear identification badges while on work at site.



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- ix. In case the MECON/ECL becomes liable to pay any wages or dues to the labour or to any Government agency under any of the provisions of the Minimum Wages Act, Workmen compensation Act, Contract Labour Regulation Abolition Act, CMPF Act/EPF Act or any other law due to act of omission of the contractor, MECON/ECL may make such payments and shall recover the same from the contractor's bills.
- x. The CONTRACTOR shall have a valid labour license & Electrical works License (as applicable) and shall also maintain all records/ register/return/cards under contract Labour (R&A) Rules Act, such as
- Register of workmen employed by CONTRACTOR
  - Employment card
  - Muster Roll
  - Register of wages-cum muster roll
  - Wage slip
  - Register of overtime
  - Submission of Return

### 30.2 CONTRACTOR SHALL ALSO STRICTLY ADHERE TO ALL PROVISION OF THE FOLLOWING ACT :

The following Acts with latest amendment thereof shall be complied with by the Contractor:

- Employee Provident Fund & Misc. Provision Act, 1952.
- Contract Labour Act (Regulation and Abolition Act, 1970
- Minimum Wages Act, 1948
- Payment of Wages Act, 1936
- Workmen Compensation Act, 1923.
- Factories Act, 1948
- Apprenticeship Act, 1961
- Family Pension Act, 1952
- ESI Act
- Shops & Establishments Act
- Cess Act, 1996
- Any other statutory Act relevant to in this regard

### 30.3 REPORTING OF ACCIDENTS TO LABOUR

The CONTRACTOR shall be responsible for the safety of all workmen and employees engaged by him or by his sub-CONTRACTORS in connection with the contract work. All accidents at site are to be immediately reported to the required authorities. CONTRACTOR shall utilize the proforma provided under "Safety code for CONTRACTORS" Annexed to this work order. The CONTRACTOR shall be responsible for all such accidents and shall make arrangements to render all possible assistance and aid to the victims of the accident.

### 30.4 LABOUR RETURNS

The CONTRACTOR shall obtain labour licence from concerned authority and shall submit periodical (daily/monthly/half-yearly) statements of labour employed by him in the proforma prescribed by MECON/ECL concerned labour authorities.

Contractor shall also furnish to MECON, monthly statement of labours engaged for execution of the work.



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### 30.5 LABOUR CAMPS

The CONTRACTOR shall, at its own expense, make adequate arrangements for housing, electricity, road, supply of drinking water and provision of lavatories and urinals for its staff and labour, disposal of sewerage and sludge and for temporary crèche (balmandir) where 50 or more women are employed at a time.

### 30.6 PRESERVATION OF PEACE

The CONTRACTOR shall take adequate precautions and use his best endeavour to prevent any riotous or unlawful behaviour by or amongst his workmen and/or others employed on the works by him and for the preservation of peace, protection of the inhabitants & security of the property at or in the neighbourhood of the works/site.

### 30.7 PAYMENT OF WAGES

30.7.1 The CONTRACTOR shall make regular and prompt payment of wages to the labourers engaged in the work and in no case shall the payment be delayed more than seven days following the period for which the wages are due. The CONTRACTOR shall send a certificate to MECON to this effect every month. If it is found that workers are not paid regularly, the order is liable to be terminated.

30.7.2 The payment to the contractor's labourers has to be made through Bank only.

30.7.3 In case the CONTRACTOR fails to make payment of wages within the prescribed period or make short payment, then MECON shall be liable to make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the CONTRACTOR and recover the amount so paid from the CONTRACTOR under any order or as a debt payable by the CONTRACTOR.

30.7.4 As a number of CONTRACTORS may be working at the same time in the erection of different part of the Project, there is need for pursuance of a coordinated policy in regard to employment, wages and other conditions of work. The CONTRACTOR shall consult MECON on all such matters to arrive at mutually agreed settlements.

### 30.8 CONDITION OF SERVICE OF EMPLOYEES OF CONTRACTOR/SUB CONTRACTOR

30.8.1 The CONTRACTOR/sub-CONTRACTOR shall abide by the provisions of Jharkhand Contract Labour (R&A) Rules regarding condition of service.

30.8.2 No female shall be allowed to work between 6 PM and 6 AM.

### 30.8.3 SANITARY ARRANGEMENTS

The CONTRACTOR shall comply with all sanitary rules in force and carry out all sanitary measures and permit inspection of all sanitary arrangements at all reasonable times by MECON.

### 30.8.4 INFECTIOUS DISEASES

The CONTRACTOR shall employ such persons as are found to be free of contagious diseases and shall produce, if required by MECON, certificate of fitness of all his or his sub- CONTRACTOR's employees working at site. The CONTRACTOR shall, if required by MECON, subject all his employees to regular medical check up and produce satisfactory evidence of their being free from any contagious disease.



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### 30.8.5 MEDICAL FACILITIES AT SITE

The CONTRACTOR shall provide medical facilities at the site as per rules in force in relation to the strength of the CONTRACTOR's staff and workmen deployed at site and cover his employee under ESI.

### 30.8.6 AGE LIMITS OF LABOUR

No child/adolescent shall be allowed to work in ECL's premises including the offices and canteen. The CONTRACTOR shall not employ for the purpose of the work, any person below the age of 15 years. MECON / ECL shall have the right to refuse to allow any labourer whom he considers to be underage to be employed by the CONTRACTOR. The Contractor shall comply with statutory requirements of various acts including Child Labour (Prohibition & Regulation) Act, 1986 as amended from time to time and all rules, regulations and schemes framed thereunder from time to time in addition to other applicable labour laws.

### 30.9 EMPLOYEE'S PROVIDENT FUND

30.9.1 The CONTRACTOR shall be solely responsible for deduction and contributions under the Coal Mines Provident Fund (CMPF) /Employees' Provident Fund (EPF) and Family Pension Act, 1952 and the scheme made there under as amended from time to time. He shall be solely responsible for the maintenance of records for payment of contributions and submission of returns in accordance with the said act and scheme.

30.9.2 Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied schemes valid from time to time shall be responsibility of the Contractor. The contractor needs to ensure that the employee has become a member of any of the provident fund as the case may be and the unique membership number of the CMPF/EPF or Allied Scheme needs to be submitted to Employer.

30.9.3 In addition to the above, the Contractor shall provide a copy of the updated passbook having entry made in the DMPF/EPF of Allied scheme(s) of Provident fund as the case may be the competent authority annually/ as and when asked. The Contractor shall also submit copies of statutory returns.

30.9.4 In case the CONTRACTOR fails to make payments under the above act and the scheme made hereunder and as amended from time to time, MECON reserves the right to make such payment on behalf of the CONTRACTOR, on demand from the authorities under the Act and recover the same from the payments due to the CONTRACTOR. Further, the CONTRACTOR shall indemnify and keep indemnified MECON/ECL against any loss or damage whatsoever that may be suffered by MECON/ ECL as a result of any claims, damages, penalties for any failure, non- compliance on his part with the provisions of the aforesaid act and the scheme framed thereunder.

30.9.5 The CONTRACTOR has to provide provident Fund Registration Number to MECON within 30 days of the issue of order.

### 30.10 WORK AT NIGHT AND ON HOLIDAYS

As and when MECON considers it necessary to carry out work on extended hours / three shift basis or on Public Holidays so as to meet the completion schedule and request the CONTRACTOR to carry out work as per the said requirement, the CONTRACTOR shall carry out the work accordingly to meet the Completion period. Charges for such deployment of labour are included in the contract price.

No additional payment or overtime charges for deployment of labour & supervisory personnel to suit MECON's requirement for expediting the erection, testing & commissioning shall be payable to the CONTRACTOR including holidays.



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### 30.11 IDLE LABOUR

CONTRACTOR shall engage sufficient & proper nos. of Workmen / Supervisor etc. for successful & timely completion of work. No Idle labour charges whatsoever shall be paid by MECON in case labour remain idle for some period during performance of order.

### 31.0 HEALTH, SAFETY, WELFARE OF EMPLOYEES OF CONTRACTOR/ SUB-CONTRACTOR.

#### 31.1 HEALTH

The CONTRACTOR/sub-CONTRACTOR shall ensure that only those persons who are physically fit for doing the job are engaged. The CONTRACTOR/sub-CONTRACTOR shall take care of health requirements of employees under them in terms of Factories Act 1948, Mines Act 1952, Workmen's compensation Act 1923, contract Labour (Regulation & Abolition Act) 1970 and rules of Jharkhand Contract Labour (R & A) Act etc. regarding health, safety & welfare.

It is the responsibility of the CONTRACTOR/ sub-CONTRACTOR to ensure proper coverage by an appropriate insurance policy to take care of the eventualities.

#### 31.2 WELFARE

31.2.1 The CONTRACTOR/sub-CONTRACTOR shall comply with all the provisions regarding welfare of the employees under the provisions of Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970 etc. as amended from time to time and also keep relevant records, data in the Register prescribed and shall submit the same during periodic inspection by MECON/ ECL.

31.2.2 The CONTRACTOR/sub-CONTRACTOR shall ensure that only the qualified, experienced and Licenced personnel are employed by them for operating the motor vehicles, dumpers, Dozers and other earthmoving equipment, construction & operation of electrical installations, high pressure welding, etc. The CONTRACTOR/ sub-CONTRACTOR shall ensure that the necessary Licence/renewals of Licences are kept up-to-date and in proper order at their own cost.

### 32.0 SAFETY AND SECURITY

32.1 The CONTRACTOR shall take all safety measures that are required by MECON/ECL. Such measures shall include, but not limited to, precautionary fire/gas protection measures and accident prevention programmes.

32.2 The CONTRACTOR shall adopt adequate safety measure and use of protective clothing by all the workmen at site whether or not engaged in actual execution of work or supervision thereof as per requirement. The CONTRACTOR shall ensure that the workmen on site are provided dependable safety appliances like safety boots, safety belts, hand gloves, safety helmets, duster cloth, dust masks/nostril filter, tools etc. as are necessary for their safety. Contractor shall also provide additional safety appliances and arrangement as per requirement and follow safe working practices like using safety nets, fully insulated electrode holders etc., he shall also ensure that his workmen intelligently used only tested and dependable safety appliances certified by ISO or any other statutory authorities and periodically conduct tests according to laid down standard procedure and such certificates shall be readily available for inspection at the site of work.

32.3 The CONTRACTOR shall be responsible for safety arrangements of all equipment used in connection with the execution of the work and shall ensure employment of only trained operators to man the equipment. Only tested equipment, tools, wires, ropes, etc. shall be used and shall periodically be tested to the satisfaction of MECON/ ECL. All test certificate shall be made available to MECON/ ECL at site as and when required.





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- 32.4 The CONTRACTOR shall, in connection with the execution of the work, ensure provision and maintenance at his own cost all lights, guards, fencing with gates and watch & ward when and where necessary or required by MECON/ECL or by any duly constituted authority to ensure security and safety of all buildings/ structures/ equipment and materials under their custody at the site of work, the protection of work and/or for the safety and convenience of the public or others.
- 32.5 The CONTRACTOR shall take adequate safety precautions for prevention of accidents at site. The CONTRACTOR shall also ensure that their employees/ workmen observe the statutory safety rules and regulations as also those laid down by MECON/ ECL from time to time.
- 32.6 No workmen shall be engaged on the work without proper safety induction and without using required personal protective equipment. Use of safety helmet and shoes is must excepting painting works where shoe will not be used.
- 32.7 Clearing / Work permit shall essentially be obtained by the contractor in necessary "FORMS" assigned for the same before start of work.
- 32.8 The CONTRACTOR shall comply with the Site regulations, during the execution of the Contract at the Site, as given in the document of "Safety Code for the CONTRACTORS" The CONTRACTOR shall provide identity badges to their personnel and workmen duly authenticated by ECL/ MECON which must be properly displayed by them at site.
- 32.9 ECL/MECON reserve the right to issue directions regarding safety and such directions shall immediately be implemented by the Contractor. Contravention of any safety regulation of the ECL/MECON in vogue shall result in recovery form Contractor as per ECL's norms.
- 32.10 Repeated violation of safety procedures may lead to suspension of work. Further violation of safety procedures may lead to termination of the order and execution of balance work at the Risk & Cost of the Contractor. The recoveries mentioned about are in addition to those which are applicable as per the Standard Safety Rules and Statutory Labour Regulations. Decision of the ECL/MECON on any of the above issues is final and binding on the Contractor and / or his Sub – Contractors.
- 32.11 In order to facilitate issue of exit gate permits by MECON/ ECL for materials and equipment either during execution or the maintenance period, the CONTRACTOR shall submit to MECON, the list of construction / erection equipment etc. and / or other materials that shall be taken by them inside the site from time to time. Such movement of materials, equipment, tools, tackles, etc. shall be subject to certification by MECON/ ECL.
- 32.12 The contractor will notify well in advance to the ECL/MECON of his intention to bring to the site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. The ECL/MECON shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the contractor shall strictly adhere to and comply with such instructions.
- Further any such decision of ECL/MECON shall not, in any way, absolve the contractor of his responsibilities, and in case, use of such a container or entry thereof into the site area is forbidden by engineer-in-charge, the contractor shall use alternative methods with the approval of ECL/MECON without any cost implication to ECL/MECON or extension of work schedule.
- 32.13 Periodical Examinations and all tests for all lifting/hoisting equipment and tackles shall be carried out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules enforced from time to time. A register of such examinations and tests shall be properly maintained by the contractor and will be promptly produced as and when desired by ECL/MECON or by the person authorised by him.



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- 32.14 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the code practices/rules framed under Indian Explosives Act pertaining to handling, storage and use of the explosives.
- 32.15 The contractor shall provide safe working conditions to all workmen and employees at the site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings, stairs, ladders etc. shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the contractor.
- 32.16 The contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the ECL or other contractors under any circumstances, whatsoever, unless expressly permitted in writing by the ECL/MECON to handle such fuses, wiring or electrical equipment.
- 32.17 Before the contractor connects any electrical appliances to any plug or socket belonging to the other contractor or ECL, he shall:
- satisfy the engineer that the appliances is in good working condition
  - inform the engineer of the maximum current rating, voltage and phases of the appliances.
  - obtain permission of the engineer detailing the sockets to which the appliances may be connected.
- 32.18 The engineer will not grant permission to connect until he is satisfied that:
- The appliance is in good condition and is fitted with a suitable plug.
  - The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.
- 32.19 No electric cable is in use by the contractor/ECL will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
- 32.20 No repair work shall be carried out on any live equipment. The equipment shall must be declared safe by ECL/MECON and a permit to work shall be issued by engineer- in-charge before any repair work is carried out by the contractor. While working on electric lines/equipments whether alive or dead, suitable type and sufficient quantity of tools will have to be provided by contractor to electricians/workmen/officers.
- 32.21 The contractor shall employ necessary number of qualified, full time electricians/electrical supervisors to maintain in his temporary electrical installations.
- 32.22 The contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen who will co-ordinate with the project safety officer. In case of work being carried out through sub-contractor's, the sub-contractor's workmen/employees will also be considered as the contractor's employees/workmen for above purpose. The name and address of a such safety officer of contractor will be promptly informed in writing to ECL/MECON with a copy to safety officer-in charge before he starts work or immediately after any change of the incumbent is made during currency of the contract.
- 32.23 In case any accident occurs during the construction/erection or other associated activities undertaken by the contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the contractor to promptly inform the same to ECL/MECON in prescribed form and also to all the authorities envisaged under the applicable laws.



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- 32.24 The ECL/MECON shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove short comings promptly. The contractor after stopping the specific work, can, if felt necessary, appeal against the order of stoppage of work to the General Manager of the project within 3 days of such stoppage of work and decision of the project G.M in this respect shall be conclusive and binding on the contractor.
- 32.25 The contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons specified above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
- 32.26 If the contractor fails in providing safe working environment as per the ECL/MECON's safety rules or continues the work even after being instructed to stop work by ECL/MECON as indicated above, the contractor shall promptly pay to the ECL/MECON, on demand i.e. by the compensation at the rate of Rs. 5,000/- per day or part thereof till the instructions are complied with as so certified by engineer-in-charge. However in case of accident taking place causing injury to any individual, the provisions contained in para 34.27 shall also apply in addition to compensation mentioned in this para.
- 32.27 If the contractor does not take all safety precautions and/or fails to comply with the safety rules as prescribed by the Company or under the applicable laws for the safety of the equipment and plant and for the safety of personnel and the contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors, or the Company employees or any other person who are at site or adjacent thereto, the contractor shall be responsible for payment of compensation under the relevant provisions of the workmen's compensation act and rules framed there under or any other applicable laws as applicable from time to time. Permanent disablement shall have same meaning as indicated in workmen's compensation act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the workmen's compensation act and rules framed thereunder or any other applicable laws as applicable from time to time. In case the ECL is made to pay such compensation then the contractor is liable to reimburse the ECL such amount.
- 33.0 **INDEMNIFICATION**
- 33.1 Subject to the Sub-Clause below, the CONTRACTOR shall indemnify and hold harmless MECON/ECL and its employees from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Facilities whether accepted or not), arising in connection with the supply and installation of the Facilities and by reason of the negligence of the CONTRACTOR or its Sub CONTRACTORS, or their employees, or agents, except any injury, death or property damage caused by the negligence of ECL, its employees, or agents.
- 33.2 If any proceedings are brought or any claim is made against MECON/ECL that might subject the CONTRACTOR to liability under the above Clause hereof, MECON/ECL shall promptly give the CONTRACTOR a notice thereof and the CONTRACTOR may at its own expense and in MECON/ECL's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.



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If the CONTRACTOR fails to notify MECON/ECL within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then MECON/ECL shall be free to conduct the same on its own behalf at the risk & Cost of the CONTRACTOR.

MECON/ECL shall, at the CONTRACTOR's request, afford all available assistance to the CONTRACTOR in conducting such proceedings or claim, and shall be reimbursed by the CONTRACTOR for all expenses incurred in so doing.

### 34.0 INSURANCE

#### 34.1 AUTOMOBILE LIABILITY INSURANCE:

The vehicles, Mobile equipment etc. (whether or not those are owned by them) deployed by the CONTRACTOR or its Sub-CONTRACTORS shall be covered under Automobile liability Insurance by the Contractor.

#### 34.2 WORKMAN'S COMPENSATION INSURANCE

The Contractor shall be responsible for effecting Insurance under the Indian Workmen's Compensation Act and shall at all times indemnify the ECL/MECON against all claims for compensation under the provision of the Workmen's Compensation Act, 1923 or any other Law for the time being in force, while carrying out the Contract and against all costs and expenses incurred by ECL/MECON in connection therewith. In case, the Contractor does not take out suitable Workmen's Compensation Insurance Policy and a liability on this account arises then MECON without prejudice to other means of recovery, shall be entitled to deduct from any money due or to become due to the Contractor under the contract or any other contract between the Contractor and the ECL/MECON, all moneys paid or payable by the ECL/MECON by way of compensation aforesaid or for costs or expenses in connection with any claim thereto. The Contractor shall abide by the decision of the ECL/MECON as to the sum payable by the Contractor under the provision of this clause.

34.3 CONTRACTOR shall ensure that where applicable, contractor and its Sub-CONTRACTOR(s) take out and maintain in effect adequate/suitable insurance policies for their personnel, vehicles and construction equipment deployed for work executed by them under the order.

34.4 MECON reserves the right to take out whatever policy that is deemed necessary by him if the CONTRACTOR fails to keep the said policy alive and valid at all times and / or causes lapses in payment of premium thereby jeopardising the said policy. The cost of such policy(s) shall be recovered / deducted from the amount payable to the CONTRACTOR.

34.5 The CONTRACTOR shall also fulfil the following necessary requirements :

34.5.1 Adequate fire-fighting equipment and extinguishing agents of sufficient capacity and quantity must always be available at site and kept ready for immediate use.

34.5.2 Sufficient number of workmen must be fully trained in the use of such equipment and must be available for immediate intervention at all times.

34.5.3 For storage of materials and equipment for the construction and erection work, storage must be subdivided into storage units and the distance between such storage units shall be as acceptable to the Insurance Company. All inflammable materials and especially all inflammable liquids and gases must be stored at a sufficient large distance from the property under construction or erection and from any hot work.



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34.5.4 Welding, soldering or the use of an open flame in the vicinity of combustible material is only permitted if at least one workman suitably equipped with extinguishers and well trained in fire-fighting is present.

### 35.0 RESPONSIBILITY FOR PERFORMANCE OF CONTRACT

35.1 The Contractor shall be responsible for the due and faithful performance of the Purchase Order in all respects according to the intent and meaning of the drawings, specifications and all other documents referred to in this Purchase Order. Any approval which MECON/ ECL may have given in respect of the order shall not bind MECON/ ECL and notwithstanding any approval or acceptance given by MECON/ ECL. It shall be lawful for MECON to reject the work at site, if it is found that the materials used by the Contractor are not in conformity with the terms and conditions of the Purchase Order in all respects.

35.2 The Contractor shall co-operate with ECL's/ MECON's other Contractors, if any, and freely exchange all technical information with them to obtain the most efficient output. No remuneration shall be paid by MECON for such technical cooperation.

### 36.0 RESPONSIBILITY FOR COMPLETENESS

The Contractor shall, unless specifically excluded in this Order, perform all such work and / or supply all such items and materials not specifically mentioned in the order but that can be reasonably inferred from the order as being required for attaining completion of the work, as if such work and/ or items and material were expressly mentioned in the order, without any extra charge and the work must be completed in all respects within the stipulated completion period.

### 37.0 NEGLIGENCE, DEFAULT AND RISK PURCHASE

37.1 If the Contractor fails to execute the work with due diligence or expedite or shall refuse or neglect to comply with any order given to him in writing by MECON, MECON may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention of complain within such time as may be deemed reasonable by MECON and in default of the compliance with the said notice, MECON without prejudice to its rights under the order, may rescind or cancel the order holding the Contractor liable for the damages that MECON may sustain in this regard.

37.2 Should the Contractor fail to comply with such notice within a reasonable period from the date of serving thereof, MECON shall have the option and shall be at liberty to take the work wholly or in part out of the Contractor's scope and may complete the work envisaged in the order themselves or may re-contract to any other Contractor(s) to execute the same or any part thereof and provide other materials, tools, tackle or labour for the purpose of completing the work or any part thereof at the Contractor's risk and cost. This shall be without prejudice to MECON's rights under other clauses of this Purchase Order.

37.3 If the contractor fails to complete the work and the order is cancelled, the amount due to him on account of work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and that too after alternative arrangements to complete the work has been made.

37.4 MECON shall have the right to recover all expenses, costs and charges incurred in completion of the work by deducting any money due or which may become due to the Contractor or by revoking the Bank Guarantees.



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- 37.5 The termination of the contract under this clause shall not entitle the contractor to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the contract including guarantee period.
- 37.6 If the cost of executing the work as aforesaid exceeds the balance amount due to the Contractor and the Contractor fails to make good the deficit, any materials, tools, tackles and properties of the Contractor as may not have been used up in completion of the work, may be sold by MECON and the proceeds shall be applied towards the payment of such differences. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the Contractor on demand of MECON, but when all expenses, costs and charges incurred in the completion of the work are paid by the Contractor, all such materials and properties not used in the completion of work and remaining unsold shall be removed by the Contractor with the written permission of MECON only.
- 37.7 If the Contractor performs any work in a manner contrary to the Contract, without the approval of MECON, the Contractor shall bear all the costs arising there from and shall be responsible for all losses to MECON arising there from.
- 37.8 In case Risk Purchase is to be executed against an order, Liquidated Damages shall be applicable on the total contract price i.e. without excluding the price of the work/ supply for which Risk Purchase has been undertaken.
- 38.0 REJECTION OF DEFECTIVE EQUIPMENT/ WORK
- 38.1 If the completed equipment/ facilities or any portion thereof, after acceptance or taken over, is found defective or fails to fulfil the requirements of the order, MECON shall give the Contractor notice setting forth particulars of such defects or failure, and the Contractor shall forthwith make the defective equipment/ facilities good or order the same to make it complied with the requirement of the order. Should the Contractor fails to do so within reasonable time, MECON shall reject and replace the same at the Risk and Cost of the Contractor, the whole or any portion of the equipment, as the case may be, which is defective or fails to fulfil the requirements of the Order. Such replacement shall be carried out by MECON within a reasonable time and at a reasonable price, and where reasonably possible to the same specifications. The Contractor's liability under this clause shall be satisfied by making payment to MECON, the amount spent by MECON on replacement of such equipment/ item.
- 38.2 In the event of such rejection, MECON shall be entitled to use the equipment/ facilities in a reasonable and proper manner for a time reasonably sufficient to enable him to obtain other replacement equipment.
- 39.0 RIGHT TO VARY OR CANCEL THE CONTRACT
- 39.1 MECON from time to time during the period of performance of this order, reserves the right to make changes within the general scope of this order in drawings, designs, specifications, method of shipment, or require additional work, or direct the omission of work. and the Contractor shall be bound thereby as if the same occurred in the Technical Specifications.
- 39.2 If any such change causes an increase or decrease in the cost of, or the time required for the performance of this order, or otherwise affects any other provision of this order, the commercial implication shall be mutually discussed and agreed upon with MECON. Notwithstanding anything contained in this article the Contractor shall not suspend or cease the performance of this order for reasons of any change or any dispute or any arbitration proceedings.



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39.3 MECON reserves the right to cancel this Purchase Order at any time by giving a notice of without assigning any reason. The Contractor shall stop the performance of the Contract immediately after receipt of such notice of cancellation from MECON and hand over all the drawings, documents, plant, equipment, supplies, material etc. including all the rights of work to MECON. In such event, without prejudice to any claims under this Contract, there shall be an equitable settlement of the obligations arising out of this cancellation.

### 40.0 SUSPENSION AND TERMINATION

40.1 MECON may suspend the work in whole or in part at any time by giving Contractor notice in writing to such effect stating the nature, the date and the anticipated duration of such suspension.

40.2 On receiving the notice of suspension, the Contractor shall stop all such work which MECON/ ECL has directed to be suspended with immediate effect. The Contractor shall continue to perform other work in terms of this Purchase Order which has not been suspended.

40.3 MECON may at any time cancel the suspension notice for all or any part of suspended work by giving written notice to the Contractor specifying the part of work to be resumed and the effective date of suspension withdrawal. The Contractor shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice. The time for completion of the works will be extended for a period equal to duration of the suspensions.

40.4 In the event of suspension of work, MECON/ ECL will not be liable to the Contractor for any damage or loss or idle labour caused by such period of suspension of work. MECON shall not be liable to the Contractor for payment of any expenditure incurred during the period.

40.5 MECON will be at liberty to terminate the Contract without prejudice to rights and affecting the obligations of the Contractor by giving 15 days' notice in writing in case of the following events:

- a) If the Contractor fails to show progress of work or the work is found unsatisfactory.
- b) If the Contractor fails to comply with the provisions of the purchase order.
- c) If the Contractor is involved in any action involving moral turpitude.

The Contractor shall then be liable to MECON in accordance with the Clause "Negligence, Default and Risk Purchase" of this Work Order.

### 41.0 LIQUIDATION, DEATH, BANKRUPTCY ETC.

If the Contractor shall die, dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, MECON shall be at liberty.

- i) to terminate the order forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to the Receiver or liquidator or to any person on whom the order may become vested,

or

- i) to give such Receiver, Liquidator or other person the option of carrying out the order subject to his providing a guarantee upto an amount to be agreed upon by MECON for due and faithful performance of the Purchase Order.



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### 42.0 INDEMNITY

42.1 If the performance of the Purchase Order involves the use of a patent, trade mark, registered design, copy rights and/ or industrial property rights of which the Contractor holds the title, the Contractor shall not be entitled to any license fee, royalties and fees for patent covering materials, articles, apparatus, devices, equipment or processes used in the works and/ or compensation from MECON/ ECL outside of the Contract Price which shall be deemed to include such license fee, royalty and/or compensation etc. The contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the MECON/ ECL indemnified in that regard. The contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patent involved in the works, and, in case of an award of damages, the contractor shall pay for such award. In the event of any suit or other proceedings instituted against MECON/ ECL, the same shall be defended at the cost and expense of the contractor who shall also satisfy/comply and decree, order or award made against MECON/ ECL. But it shall be understood that no such machine, plant, work, material or thing has been used by the MECON/ECL for any purpose or any manner other than that for which they have been furnished and installed by the contractor and specified under these specifications. Final payment to the contractor by MECON/ ECL will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any matter thereof furnished by the contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the contractor shall, at his option and at his own expense, either procure for the MECON/ ECL, the right to continue use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

42.2 The Contractor assumes responsibility for and shall indemnify and save harmless MECON/ ECL or their Employees from all liability, claims, cost, expenses, taxes and assessments including penalties, punitive, damages, attorney's fees and court costs which are or may be required with respect to any breach of the Contractor's obligations under the order or for which the Contractor has assumed responsibilities under the order including those imposed under any order, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the Contractor or his Sub-Contractors or covered by the order. The Contractor shall execute, deliver and shall cause his Sub-Contractor and contractors to execute and deliver, such other further instruments and to comply with all the requirements of such laws and regulation as may be necessary there under to conform and effectuate the order and to protect MECON/ ECL or their employees during the tenure of this Purchase Order.

42.3 MECON/ ECL shall not be held responsible for any accident or damages incurred or claims arising there from during the period of supervision of construction of the Contractor and putting into operation of the equipment under the supervision of the Contractor.

### 42.4 Limitation of Liability:

Except in cases of criminal negligence or wilful misconduct,

- Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this contract, loss of goodwill or profits, lost business however characterised, any/or from any other remote cause whatsoever.
- The contractor shall not be liable to the Owner for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the work which caused such losses, claims, damages, costs or expenses.
- However, the limitation of liability of the Contractor indicated above shall not apply to Liquidated Damages.





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### 43.0 SITE OCCUPANCY

The CONTRACTOR, its employees, Sub-CONTRACTORS and invitees shall be allowed to enter the installation sites for the purpose of performing the work required by this order, but none of them shall have any tenancy.

### 44.0 PASSAGE OF RISK/ OWNERSHIP

The title of ownership and property to all goods, materials, equipment etc. shall pass on to ECL after the Contractor has effected the despatch of the same to ECL or the Contractor has effected the sale, as the case may be, as per GST Act 2017 and the Contractor has prepared necessary documentation for handing over the same to ECL's authorized representative.

### 45.0 AMENDMENT

45.1 Any amendment to the terms of this Purchase Order (including Annexures) shall be made in writing by MECON and shall specifically state that it is an amendment to this Purchase Order.

45.2 No amendment of the Contract shall have any effect until MECON has given such consent in writing.

### 46.0 CALIBRATION OF MEASURING INSTRUMENTS

All instruments required for measurement/ inspection of equipment/ items covered under this order are to be properly calibrated through a Government recognised or equivalent test house and all relevant valid certificates pertaining to calibration are to be submitted to MECON for carrying out inspection.

### 47.0 FORCE MAJEURE

47.1 "Force majeure is herein defined as any cause which is beyond the control of the contractor or the MECON/ECL as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as Natural phenomena including but not limited to floods, draughts, earthquakes and epidemics, Acts of any government including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

47.2 Provided either party shall within fifteen(15) days from the occurrence of such a cause notify the other in writing of such causes.

- a) The contract or will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the clause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.
- b) For delays arising out of Force Majeure, the bidder/contract or will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor the bidder shall be liable to pay extra costs (like increase in rates, remobilisation advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.
- c) If any of the Force Majeure conditions exists in the place of operation of the bidder even at the time of submission of bid he will categorically specify those conditions in his bid and state whether they have been taken into consideration in their quotations.



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47.3 The contractor or MECON /ECL shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by are as on able time even though such cause may occur after contractor's performance of his obligations has been delayed for other causes

### 48.0 ARBITRATION

#### 48.1 For PSUs

48.1.1 In the event of any dispute or difference relating to interpretation and application of the provisions of Contract between the Contractor & MECON, such dispute or difference shall be taken by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM no:4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018. The place of arbitration shall be New Delhi and the language to be used in Arbitration proceeding shall be English.

48.1.2 During the pendency of the Arbitration proceedings both the parties shall continue to perform their contractual obligations.

#### 48.2 For other than PSUs

48.2.1 Any disputes, differences, whatsoever, arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Order shall be settled between MECON and the Contractor amicably. If, however, the MECON and the Contractor are not able to resolve their disputes / differences amicably as aforesaid, the said disputes / differences shall be settled by Arbitration in accordance with the Rules of Arbitration and the award made in pursuance thereof shall be binding on the parties. Conciliation shall be resorted to prior to invoking Arbitration. Work under this Order shall be continued by the Contractor during the Arbitration proceedings unless otherwise directed in writing by MECON or unless matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

48.2.2 The arbitration shall be governed and regulated in all respect according to Laws of India.

48.2.3 The Arbitration proceedings shall be regulated and governed by Indian Arbitration and Conciliation Act 1996, or such modification thereof. The seat & venue of Arbitration proceeding shall be Ranchi.

48.2.4 This order including the Arbitration proceeding shall be governed by and interpreted in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Ranchi.

### 49.0 WAIVER

49.1 As per this Clause no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of this Purchase Order or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Order, nor shall any waiver by either party of any breach of Order operate as waiver of any subsequent or continuing breach of Order.

49.2 Any waiver of a party's rights, powers or remedies under the Order must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

### 50.0 SEVERABILITY

If any provision or condition of this Purchase Order is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Order.



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### 51.0 NOTICES

- 51.1 All notices under this Purchase Order shall be given in writing and shall be deemed sufficiently given when delivered either in person or by fax or by registered mail addressed to the other party at its address set forth in this Purchase Order with a copy to the nominated representative at site.
- 51.2 If any such notice is delivered by hand, it shall be duly acknowledged and if given by fax it shall be confirmed by registered letter within seven days of the date of such notice. Either party shall by notice in writing inform the other party of any change of its address as stated herein below for receiving such notices.
- 51.3 Date of notices under this Clause shall be the date of receipt of such notice by the receiving party. The address of MECON & Contractor for notice shall be as specified in hereinafter.

### 52.0 CORRUPTION, GIFT AND PAYMENT OF COMMISSION

Any bribe, remuneration, commission, gift or advantage given, promised or offered by or on behalf of the CONTRACTOR, his agents or representative or anyone on his or their behalf to any employee, representative or agent of MECON/ ECL or any person on his behalf in relation to the execution of this or any other order with MECON shall in addition to the criminal liability under the laws in force, be liable to cause of cancellation of this order and also to payment of any loss resulting from such cancellation to MECON.

On cancellation of the contract or on termination of the contract, MECON/ECL shall have powers:

- a. To take possession of the site and any materials, constructional plant, implements, stores, etc. thereon.
- b. In such an event, the contractor shall be liable for loss/damage suffered by the MECON/ECL because of action under this clause and to compensate for this loss or damage, the MECON/ECL shall be entitled to recover higher of the following:
  - i) Forfeiture of security deposit comprising of performance guarantee and retention money and additional performance security, if any, at the disposal of MECON.
  - Or
  - ii) 20% of value of incomplete work (Contract Value minus already executed value of the work).

The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.

In the event of above course being adopted by MECON, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. In case, action is taken under any of provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until MECON has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.



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The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor.

Integrity pact signed by the Contactor with MECON is enclosed.

### 53.0 DRAWING & DOCUMENTS

All drawing specifications, sketches, schedule of items etc. furnished by MECON is treated as strictly confidential property of MECON.

The CONTRACTOR himself shall not make any changes in the drawings/ sketches, specifications and schedule of items issued by MECON for executing the contract work. If any error or omission is detected, he shall promptly bring the same to the notice of MECON for clarification/ decision/ rectification. All modifications shall be subject to the written approval of MECON.

### 54.0 SECURITY/ CONFIDENTIALITY

54.1 The technical information, drawings, specifications and other related documents forming part of tender or contract are the property of MECON and Contractor hereby gives the undertaking that the same shall not be used for any other purposes, except for execution of the order. All rights, including rights in the event of grant of patent and registration of designs are reserved. The technical information drawings, specification, records and other documents shall not be copied transcribed, traced or reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and/ or disclosed to a third party nor misused in any other form whatsoever without MECON consent in writing except to the extent required for the execution of this order. These technical information, drawings, specifications and other related documents shall be returned to MECON with all approved copies and duplicates, if any, immediately after they have been used for the agreed purpose. Required numbering and codification method need to be implemented by the CONTRACTOR to trace such documentation.

Except with the written consent of MECON, the CONTRACTOR shall not make use of any document other than for the purposes of this order.

54.2 The Contractor shall do everything possible to prevent divulging of any information by his personnel either deliberately or through negligence.

54.3 The obligations in regard to secrecy shall survive the completion and/ or terminations of this Contract.

### 55.0 TOTAL LIABILITY UNDER THE PURCHASE ORDER

The total liability of the Contractor arising out of and/ or in connection with this Purchase Order including Liquidated Damages but excluding Patent Infringement and Indemnity shall be limited to 100% of the Total Contract Price.

### 56.0 TRAINING :

The Contractor shall give training free of cost as specified in the Technical Specification.



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### 57.0 GENERAL

57.1 No Director or official or employee of MECON shall in anyway be personally bound or liable for acts or obligations of MECON against this order or answerable for any default or omission in the observance or performance of any of the acts, matters or things or conditions which are herein contained.

57.2 In this Purchase Order, words and expressions shall have the same meaning as are respectively assigned to them in the clause under definition enclosed hereinafter.

57.3 The Contractor shall arrange to obtain from ECL the required gate pass for entry to the ECL's Works for each one of his workmen and staff as per the ECL's prescribed procedure and format. In the event of loss and/ or damage to the gate pass the Contractor shall pay to ECL the prescribed penalty before a new gate pass can be issued. All gate passes issued as aforesaid to the Contractor shall be returned by the Contractor to ECL on completion of the works or on termination of the Contract.

57.4 Penalty may be imposed on the Contractor for non-compliance to the SHE (Safety, Health & Environment) requirements working in the Project as per ECL's norms. Ensure that the vehicles used by them meet the emission norms. These are being checked by ECL's Safety department.

57.5 The Contractor shall abide by all the security regulations of ECL in force and promulgated from time to time.

### 58.0 CORRESPONDENCE

All correspondences with regard to Commercial matters shall be made in duplicate to the following :

Senior General Manager I/c (Contracts),  
MECON Limited, Ranchi – 834002  
Phone no. 0651 – 2483566  
E-mail:[contrajmahal@meconlimited.co.in](mailto:contrajmahal@meconlimited.co.in)

All correspondences with regard to Technical matters shall be made in duplicate to the following address:

Shri Sanjoy Bhattacharya,  
GM (MH) & PC,  
MECON Limited, Ranchi  
Phone: 0651 – 248 3331  
E-mail: [projrajmahal@meconlimited.co.in](mailto:projrajmahal@meconlimited.co.in)

Kindly acknowledge receipt of this Work Order and return enclosed "Order Acknowledgment" copy within 15 days duly signed on each page as a token of your acceptance of this Work Order with the terms and conditions stipulated therein.

Thanking You,

Yours faithfully,  
For MECON LIMITED

(.....)

Encl.

1. Annexure – I(Technical Specification)
2. Annexure – II (Price Schedule)
3. Annexure – III (Integrity Pact)
4. Annexure – IV (Safety Code)



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ATTACHMENT-III

### DECLARATION BY BIDDER

(To be furnished on company letter head)

MECON's ITT No. & Date:

Tenderer's Offer No. & Date: No. .... dated .....

Technical Specification No.:

- We hereby declare that our organisation M/s \_\_\_\_\_ have not been banned or delisted by any Government or Quasi Government agencies or Public-Sector Undertakings.
- We hereby declare that our organisation M/s \_\_\_\_\_ have submitted the details, as required in the tender enquiry, is true to the best of our knowledge, correct and no information has been concealed there from. In case of any information found untrue or incorrect or false at any stage of tendering or in ordering process, our offer/ order, if placed on us, will immediately stand cancelled and we will compensate all expenditure incurred by MECON during this process without protest or demur.
- Declaration for "NO DEVIATION"

It is hereby confirmed that our offer is strictly as per terms & conditions of the Invitation to Tender, Draft Purchase Order and Technical Specification of the above referred tender enquiry.

We confirm our acceptance to all technical as well as commercial terms & conditions of the above-referred tender enquiry without any deviation, whatsoever. Any deviation appearing anywhere in our bid shall stand withdrawn.

SIGNATURE OF THE TENDERER

NAME:

DESIGNATION:  
(Seal of the Company)

Address:

Phone No.:

Mobile no.:

E- mail:



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**MECON LIMITED**

A Government of India Enterprises

jkBh@ **Ranchi-834002/** >kj [k.M@ **Jharkhand, Hkkjr@ India**

Oku@ **Phone** : 0651 – 248 3060/ 3566

QDI @ **Fax** : 0651 – 2482189/ 2214

b&esy@ **Email** : [contrajmahal@meconlimited.co.in](mailto:contrajmahal@meconlimited.co.in)

oc| kbV@ **Website** : <http://www.meconlimited.co.in>

**CIN** : **U74140JH1973GOI001199**

**Ref.: 11.51. Q7NC/ Steel Structure / 11 dated 03.11.2021**

ATTACHMENT – IV

PRICE SCHEDULE FORMAT

BIDDER SHALL UPLOAD THEIR PRICE BIDS IN MECON'S PRICE SCHEDULE FORMAT ATTACHED SEPARATELY WITH THIS TENDER IN ONLINE MODE ONLY.

BIDDER SHALL UPLOAD THE UNPRICED COPY OF PRICE SCHEDULE FORMAT DULY INDICATED AS 'QUOTED' AGAINST EACH ITEM AS PER FORMAT ATTACHED SEPARATELY WITH THIS TENDER IN ONLINE MODE ONLY.



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ATTACHMENT-V

**BID SECURING DECLARATION**

(In lieu of EMD)

Date: [insert date (as day, month and year)]

Bid No.: [insert number of bidding process]

Alternative No.: [insert identification No. if this is a Bid for an alternative]

To: [ insert complete name of Public Body]

I/ We\*, the undersigned, declare that:

I/ We\* understand that, according to your conditions, bids must be supported by a Bid Securing Declaration, in lieu of Earnest Money Deposit.

I/ We understand that if I/ We withdraw or modify our Bid during the period of validity, or if I/ We are awarded that Contract and I/ We fail to sign the contract, or to submit a performance security before the deadline defined in the request for Bids document, I/ We will be suspended for the period (as per the policy of MECON limited) from being eligible Bids for all future contract.

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

Signed: [insert signature of person whose name and capacity are shown/ In the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submit the bid]

\*Please delete as appropriate





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### ATTACHMENT – VI

(To be submitted on Non-Judicial Stamp Paper worth Rs. 10/- purchased in the name of issuing Bank)  
BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE WARRANTY

- i) Name of the Issuing Bank
- ii) Address with FAX No.
- iii) Bank Guarantee No.
- iv) Limit of liability
- v) Issued on behalf of
- vi) Issued in favour of
- vii) Contract/ Order No. & Date
- viii) Description of work
- ix) Date of issue
- x) Date of Expiry
- xi) Claim period from the date of expiry

This top sheet shall form part of the original bank guarantee.

Authorised signature with Code No.  
And stamp of the issuing bank



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PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE

(To be submitted on Non-Judicial Stamp Paper worth Rs. 100/- purchased in the name of issuing Bank)

No.....

MECON Limited  
Ranchi – 834 002  
(Jharkhand),  
INDIA

Dated:

Dear Sirs,

In consideration of your agreeing to accept the Security Deposit of Rs. .... (Rupees ..... only) furnishable to you by M/s ..... (hereinafter referred to as Contractor) in terms of the Contract No. .... dated ..... for supply/ construction..... of ..... required for ..... (hereinafter referred to as the 'Contract') in the form of a bank guarantee in the manner hereinafter contained we ..... Branch (Banker's Name) having registered office at ....., and local office at..... do hereby covenant and agree with you as follows:

1. We hereby undertake to indemnify you up to a sum of Rs. .... (Rupees..... only) against any loss or damage caused to or suffered by you or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event the Contractor shall make any default or defaults in carrying out any of the works under the said contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand and without any protestor demur pay to you such sum or sums not exceeding in total the said sum of Rs. .... (Rupees..... only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default or defaults on the part of the Contractor.
2. Notwithstanding anything to the contrary contained in this Guarantee your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims or damages or losses suffered by you but will pay the amount demanded by you under this guarantee forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the related warranty period of the said Contract and after the Contractor have discharged all their obligations under the said Contract and produced a certificate of due completion of the work under the said Contract and submitted a 'No Demand Certificate', provided always that this guarantee shall in no event remain in force after the date of ..... without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of one year from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. We ..... (Name of the Bank), further undertake to extend the validity of this beyond the period prescribed in clause 3 or as extended from time to time, for such further period as may be required in writing before the expiry of this and upon such extension(s), all terms and conditions of this shall remain in full force till the expiry of this extended period(s).



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5. You will have the fullest liberty without affecting this guarantee from time to time to vary any of the terms and conditions of the said Contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any other variation or modification of the said contract or any other act, matter or things whatsoever, which, under the law relating to sureties, would but for the provisions hereof, have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. .... (Rupees ..... only) as aforesaid or extend the period of the guarantee beyond the said date of ..... unless expressly agreed to by us in writing in terms of clause 4 hereof.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Contractor.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the Contractor from time to time arising out of or in relation to the said Contract and in respect of which your claim in writing is lodged on us before expiry of one year from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder shall be in writing and may be sent by special courier/ registered post/ speed post/ email (...email id of bank...)/ fax to us or our local address as aforesaid and if sent by special courier/ registered post/speed post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers & provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the Contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Contractor or any reference to arbitration of the said dispute/ controversy pending or a civil suit filed by the Contractor in respect of the dispute or controversy.



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14. Notwithstanding anything contained herein above our liability under this guarantee is restricted to ..... (..... only) and this guarantee shall remain in force until ..... Unless a written claim is lodged on us for payment under this guarantee within one year from the date of expiry of this guarantee i.e. on or before ..... all your rights under this guarantee shall be forfeited and we shall be deemed to have released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.
15. We ..... Bank hereby further Guarantee that the design, performance, workmanship and quality of materials and equipment delivered to you and/ or to ECL on your written instruction by the Contractor, in terms of the said contract, shall be free from any defect for a period of ..... Calendar months from the date of Commissioning mentioned in Commissioning certificate and we hereby undertake to pay on demand without any protest or demur to the PURCHASER the sum of Rs. .... if, during the guarantee period any defect is detected in design, performance, workmanship and materials used in the manufacture of the said equipment to indemnify you against the claim, demands, proceeding, losses, damages costs, charges and expenses which may be made against or sustained by the PURCHASER M/s MECON Limited Ranchi By reasons or the consequence of any defect in the performance, workmanship and/ or materials of the said equipment or part thereof arising or manifested or found during the warranty period and if during the guarantee period, any defect is detected in the design, performance, workmanship and material used in the manufacture of the said equipment and the Contractor fails to rectify the defects and/ or replace the equipment expeditiously without causing any loss of production to the PURCHASER M/s MECON Limited Ranchi, we shall pay to you on demand without any protest and demur such sum or sums as may be claimed by you as your losses/ damages, costs charges and expenses consequent upon such failure of the Contractor to rectify defects/ replace the equipment, not exceeding in the total the said sum of Rs. .... (Rupees ..... only).
16. We ..... Bank, further agree that you shall be the sole judge in respect of discovery or detection of any defect in design, performance, workmanship and materials used in the manufacture of the said equipment and your decision in this regard shall be final and binding on us.
17. We have power to issue this guarantee in your favour under the memorandum and articles of association of the Bank and the undersigned has full power to execute this guarantee under the power of attorney granted to them by the Bank.
18. Beneficiary may take confirmation for the details and genuineness of the Bank Guarantee from our local Branch at Ranchi, Jharkhand at..... (address of local bank branch) ...".
19. We..... (Name of the Bank) agree that any claim due and arising under this guarantee shall also be enforceable against our local branch..... (fill the address of the local branch at Ranchi) ..... at Ranchi having e-mail id (.....@.....) and shall honour such demand immediately on receipt of demand.'

Signed & delivered  
for and on behalf of  
the above named bank

For and on behalf of  
(Bankers name)

Branch Manager  
Bankers Seal)

Address: \_\_\_\_\_



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ATTACHMENT-VII

### DECLARATION BY BIDDER WITH REGARD TO GOVERNMENT GUIDELINES FOR MAKE IN INDIA

(To be furnished on letter head)

MECON's ITT No. & Date:

Tenderer's Offer No. & Date: No. .... dated .....

Technical Specification No.:

- We hereby declare that our organisation M/s \_\_\_\_\_ are \_\_\_\_\_ (Class I Local Supplier/Class II Local Supplier/Non Local Supplier as defined in this tender) for the items offered by us against the tender.
- We hereby declare that our organisation M/s \_\_\_\_\_ have submitted the details, as required in the tender enquiry, is true to the best of our knowledge, correct and no information has been concealed therefrom. In case of any information found untrue or incorrect or false at any stage of tendering or in ordering process with regard to provisions of our offer/ order, if placed on us, will immediately stand cancelled and we will compensate all expenditure incurred by MECON during this process without protest or demurand necessary action as stipulated in GOI Order no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 shall be taken against us.
- We hereby declare that our organisation M/s \_\_\_\_\_ would like to avail purchase preference against the tender as \_\_\_\_\_ (MSE registered bidder/Local supplier).

SIGNATURE OF THE TENDERER

NAME:

DESIGNATION:

(Seal of the Company)

Address:

Phone No.:

Mobile no.:

E- mail:



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ATTACHMENT-VIII

**INFORMATION REGARDING BIDDER WITH REGARD TO GOVERNMENT GUIDELINES FOR MAKE  
IN INDIA**

Bidder's Offer No. & Date: \_\_\_\_\_

The Bidder shall fill up the Format as provided below & also substantiate with the supporting documents, as applicable.

<u>Sl. No.</u>	<u>Question</u>	<u>Answer</u>
1.	Whether the bidder is Class I Local Supplier as per stipulations of this tender.	YES/NO (Please tick)
a)	If, No then, please indicate Whether Class II Local Supplier/ Non Local Supplier	Class II/ Non Local (Please tick)
b)	In case of Class I/Class II, please submit/attach copy of applicable certification that the item offered meets the local content (indicating %) requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be.	(Self attested copy to be submitted)
c)	Kindly indicate percentage of Local Content of the items offered by you against the tender.	
d)	Kindly give details of the location(s) at which the local value addition is made (if any)	

SIGNATURE OF THE BIDDER

NAME:

DESIGNATION:

(Seal of the Company)

Address:

Phone No.:

Mobile no.

E- mail:



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ATTACHMENT –IX

INFORMATION REGARDING BIDDER

Bidder's Offer No. & Date: \_\_\_\_\_

The Bidder shall fill up the Format as provided below & also substantiate with the supporting documents, as applicable.

<u>Sl. No.</u>	<u>Question</u>	<u>Answer</u>
1.	Whether the bidder is registered as Micro, Small or Medium Enterprise under MSMED Act, 2006	YES/NO (Please tick)
2.	If, YES – Please indicate Whether Micro/Small/Medium	Micro/Small/Medium (Please tick)
3.	If, MICRO/SMALL, please submit/attach self-attested copy of UDYAMREGISTRATION	
4.	Whether MSE owned by SC/ST (if Yes, Documentary proof to be submitted)	YES/NO (Please tick)
5.	Whether MSE owned by Women (if Yes, Documentary proof to be submitted)	YES/NO (Please tick)
6.	We confirm that above status is valid upto	(Indicate the date upto which the above status is valid)

SIGNATURE OF THE BIDDER

NAME:

DESIGNATION:

(Seal of the Company)

Phone No.:

E- mail:



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ATTACHMENT – X

### GUIDELINES/ INSTRUCTIONS FOR REVERSE AUCTION

1. Service Provider:

MECON Limited (MECON) shall utilize the services of Service Provider or (SP) for conducting the Reverse Auctions. Service Provider is fully authorized to give clarifications/coordinate with the bidder on behalf of MECON w.r.t. conduct of Reverse Auction.

M/s ITI Limited,  
M-5/26, AcharyaVihar,  
Bhubaneswar –751013  
Phone: 0674-2567225, 2567229, 2567227  
Fax: 0674-2567228  
E-mail: [itirobsr@rediffmail.com](mailto:itirobsr@rediffmail.com)

2. Introduction to General Rules & Regulations:

The General Rules and Regulations provided herein govern the conduct of On-line Reverse Auctions operated by Service Provider or (SP). These rules cover the roles and responsibilities of the bidders in the On-line Reverse Auctions on their platform. Acceptance to these General Rules and Regulations is a pre-requisite for securing participation in the On-line Reverse Auctions on their platform, failing which bidder will not be allowed further to participate in the bidding process.

3. Role of Service Provider:

Service provider is the agency (operator) primarily providing the platform for conducting the Reverse Auction. As the agency is providing the auction engine, the role of Service provider would include:

- Setup the reverse auction based on tendered item details and bidding rules as mentioned in tender document.
- Providing access, through user-ID protected by password, to the approved bidders to participate in the auction.
- Enhancing bidder awareness by providing them the details/ steps of auction process to enable them participate in Reverse Auction and comfort with the auction mechanism and bidding rules.
- Summarizing auction proceedings and communicating of the outcome to MECON. If required, provide training to bidders prior to Conduct of On-line Reverse Auction.

4. Role of the Bidder:

The role of the bidder is outlined below.

- Give written consent to General Rules and Regulations.
- Access to auction mechanism shall be provided only after such consent.
- Ensure that user-ID and password to access the auction is not revealed to unauthorized persons.
- Participate in the Reverse Auction with the aim of bidding to secure the auctioned items in the auction (being selected for supplying MECON's requirement in a Reverse Auction).
- Convey last quoted price in writing to MECON/ Service Provider, immediately after close of RA by e-mail to be followed by hard copy.
- Provide break up of quoted price (if required) within stipulated time as mentioned in tender document or otherwise communicated.
- In the event of winning an allotment, fulfil all obligations under the contract.





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### PROCESS OF e-REVERSE AUCTION

e-Reverse Auction event may be carried out among the Techno-Commercially qualified bidders, for providing opportunity to the Bidders to quote price dynamically for the work, for which tender is floated.

- i) For the proposed e-reverse auction, only Techno-Commercially Qualified Bidders having a valid digital certificate alone shall be eligible to participate.
- ii) Business rules like event date, time, start price, bid decrement, extensions, etc. will be communicated for compliance by the Bidder through Service provider e-Procurement portal i.e. their platform / MECON.
- iii) The Service Provider will provide all necessary guidance before commencement of online bidding on Internet. Bidder if required can avail the guidance of service provider to get acquainted with the system.
- iv) E-Reverse auction will be conducted on scheduled date & time.
- v) Start price for the e-reverse Auction will be notified by Service Provider.
- vi) All the bids made from the log-in ID given to bidder will be deemed to have been made by the Bidder to whom log-in ID and password were assigned by the service provider/ auctioneer.
- vii) Any bid once made through registered Login ID/ password by the Bidder cannot be cancelled. The Bidder, in other words, is bound to execute the work as per the bid price of e-Reverse Auction.
- viii) Every successive bid by the Bidder being decremented bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.
- ix) Service Provider shall conduct the e-reverse auction in such a way that two different bidders cannot bid identical price as after accepting first bid, the system will not accept second bid of the same price. In other words, there shall never be a "Tie" in bids through on line e-reverse auction.
- x) At the end of e-reverse auction event, the lowest Bid value will be known on the network.
- xi) The e-reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.
- xii) In case MECON decides not to go for e-Reverse auction procedure for the tender enquiry, the financial bids already submitted shall be opened and evaluated as per terms of tender enquiry.
- xiii) MECON's decision on award of Contract shall be final and binding on all the Bidders.

#### Note:

After evaluation of bids i.e. technical and commercial, MECON will decide whether to conduct e-Reverse Auction or resort through normal Tender without reverse auction. For reverse Auction intimation would be sent by MECON/ Service Provider to techno-commercially qualified bidders in advance at least 03 days prior to the e-Reverse Auction date through e-portal / e-mail/ fax.

### TERMS & CONDITIONS OF E-REVERSE AUCTION

MECON may conduct e-Reverse-Auction among the techno-commercially qualified bidders for providing opportunity to the Bidders to quote the price dynamically for the work, for which tender is floated.

#### A. Eligibility of Bidders to participate in e-Reverse Auction:

- i) Bidders who are techno-commercially qualified and accept all the Terms & conditions of e-Reverse Auction, can only participate in e-Reverse Auction related to the work for which tender is floated.
- ii) Bidders should ensure that they have valid digital certificate (preferably class III) well in advance to participate in the e-Reverse Auction. MECON and / or Service Provider will not be responsible in case Bidder could not participate in e-Reverse Auction due to non-availability of valid digital certificate.



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- iii) The bidder would be responsible for the validity of its registration on e-portal website of MECON.
  - iv) The date & time of commencement of e-Reverse Auction and its duration of time shall be communicated to the eligible Bidders at least 03 days prior to the e-Reverse Auction date through tender e-portal/ e-mail/ fax.
  - v) MECON reserves the right to postpone/change/cancel the e-Reverse Auction event even after its communication to Bidders without assigning any reasons therefore.
  - vi) E-Reverse Auction will normally be for a period of two hour. If a Bidder places a bid price in last 05 minutes of closing of the e-Reverse auction, the auction period shall get extended automatically for another 5 minutes. In case there is no bid price in the last 5 minutes of closing of e-Reverse Auction, the auction shall get closed automatically without any extension.
  - vii) During e-Reverse Auction, if no bid is received within the specified time, MECON, at its discretion, may decide to revise Start price / scrap the e-reverse auction process/extend the date of e-reverse auction/ proceed with already opened financial bids.
- B. Bidding Currency: Bidding will be conducted in Indian Rupees (INR).
- C. Start Price :
- i) Online sealed price bid submitted by bidder will be opened by representative of Client and Finance personnel of MECON.
  - ii) Start bid price as well as decrement amount shall be arrived by MECON based on lowest online sealed price bid or MECON's estimate, whichever is lower.
  - iii) The start bid price and decrement amount shall be communicated to service provider and shall be during the e-Reverse Auction process.
  - iv) The start price of an item in online reverse auction is open to all the techno-commercially qualified bidders. Bidders are required to start bidding after announcement of Start Price and decrement amount.
  - v) Any of the techno-commercially qualified bidder can start bidding, in the online reverse auction.
  - vi) Please note that the first online bid that comes in the system during the online reverse auction is atleast lesser than the auction's start price by one decrement.
  - vii) After discovering the L1 price through RA, action shall be initiated for placement of order based on the final price discovered through RA.
- Note: In case, none of the bidders participate in the reverse auction process by submitting at least one decrement, thereby resulting in the reverse auction process becoming unsuccessful, MECON reserves the right either to initiate the process of finalization of tender based on the lowest online sealed bid received or to cancel the tender.
- D. Decrement Bid Value :
- i) Bidder is required to quote their bid price only at a specified decremented value.
  - ii) Bidder need not quote bid price at immediate next available lower level but it can be even at 2/3/4 ..... Level of next available lower level.
- E. Web Portal and Access :
- i) In order to ward-off contingent situation bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the e-reverse auction successfully.
  - ii) The bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.



मेपकेन लिमिटेड  
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- iii) Failure of power at the premises of bidders during the e-Reverse auction cannot be the cause for not participating in the e-reverse auction. On account of this, the time for the auction cannot be extended and MECON shall not be responsible for such eventualities.
- iv) MECON and / or Service Provider will not have any liability to bidders for any interruption or delay in access to site of e-Reverse Auction irrespective of the cause.
- v) Neither MECON nor service provider/auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.
- F. Transparency in Bids:
- All bidders will be able to view during the auction time the current lowest price on portal. A hammer sign will be displayed in the screen of the bidder if their price is lowest at a particular time during the e-Reverse auction.
- G. Masking of Names:
- i) Bidder will be able to view the following on their screen along with the necessary fields in e-Reverse Auction:
- Opening Price
  - Leading / Lowest Bid Price in Auction ( only total price)
- ii) Names of bidders/ vendors shall be anonymously masked in the e-Reverse Auction process and bidders/ vendors will be given suitable dummy names.
- H. Finalization of the Successful Bidder:
- i) After discovering the L1 price through RA, action shall be initiated for placement of order based on the final price discovered through RA.
- ii) MECON's decision on award of Contract shall be final and binding on all the Bidders.
- iii) Successful Bidder is bound to execute the work at a price mentioned in the Order. In case of back out or non-execution as per the rates quoted, MECON will take appropriate action against such Bidder and forfeit the EMD/Bid Security amount, and /or may debar him from participating in future tenders.
- iv) In case MECON decides not to go for e-Reverse Auction related to the work/procurement for which tender is floated, the financial bids submitted will be opened in presence of bidder who wish to visit to be present and shall be evaluated as per as per tender conditions.
- v) In case of Reverse Auctioning, packages where order is to be finalized based on item rates, the item-wise breakup for Packing & Forwarding Charges, Freight and GST taken from L1 bidder on their letter head through fax or email immediately at the end of reverse auction wherein the bidder will proportionately reduce the rates quoted for all items as per the percentage reduction quoted for total value in the reverse auction. Item-wise lowest rate as discovered through RA and original online Price Bid shall be considered for placement of order.
- I. Bidder's Obligation :
- i) Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders at any point of time. If any such practice comes to the notice, MECON shall disqualify the vendor / bidders concerned from the e-Reverse auction process and initiate suitable action against the errant bidder(s).
- ii) Bidder shall not divulge either his Bid details or any other details of MECON to any other party without written permission from MECON.



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### J. Change in Terms & Conditions of e-Reverse Auction:

- i) Any change as may become emergent and based on the experience gained shall be made only by Tender Inviting Authority of MECON.
- ii) MECON reserves the right to modify / withdraw any of the Terms & conditions of e-Reverse Auction at any point of time.
- iii) Modifications of Terms & conditions of e-Reverse Auction, if any, will be communicated to techno-commercially qualified bidders.

### K. Errors And Omissions :

On any issue or area of material concern regarding e-Reverse Auction not specifically dealt with in these rules, the decision of MECON shall be final and binding on all concerned.

IMPORTANT NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as a short period before bid-submission deadline, during online public tender opening event, during e-reverse auction, it is the bidder's responsibility to have backup internet connections and all other facilities necessary to prevent/ circumvent such situation. In case there is a problem at the e-procurement/ e-reverse auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of MECON by the bidders in time, then MECON will promptly reschedule the affected event(s).

### e-TENDER CUM REVERSE AUCTION (RA) DECLARATION

1. MECON reserves the right to go for e-Reverse Auction (RA) or resort through normal Tender without reverse auction. This will be decided after techno-commercial evaluation. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose.
  - (a) Name and Designation of Official
  - (b) Postal Address (complete) :
  - (c) Telephone Nos. (Land line & Mobile both) :
  - (d) FAX no. :
  - (e) E-mail address :
  - (f) Name of place/state, wherefrom he will participate in the RA :
2. Information instructions and general terms and conditions governing Reverse Auction have been read by us and we confirm to abide by all the stipulated Rules, instruction and terms & condition governing the Reverse Auction.
3. After discovering the L1 price through RA and obtaining necessary Price Break-up from L-1 bidder under the heads stipulated in tender, MECON shall proceed with finalization of order(s) as per stipulation of ITT.  
We confirm our acceptance on the above.

(Signature of the Bidder with Name, Designation & company's Seal)



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ATTACHMENT-XI

### INTEGRITY PACT

Between

MECON Ltd., Ranchi hereinafter referred to as "The Principal",  
and

M/s ..... hereinafter referred to as "The Bidder / Contractor"

### Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ..... required for ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s). In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### Section 1 – Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption i.e. corrupt/ fraudulent/ collusive/ coercive and to observe the following principles: -
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Officer and in addition can initiate disciplinary actions.

### Section 2 – Commitments of the Bidder(s) / Contractor(s)

- 1) The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.



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- a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act ; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on the others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupees only as per the "Guidelines on Indian Agents of Foreign Suppliers".
  - e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Purchaser is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- 1) If the Tenderer(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Purchaser is entitled also to exclude the Tenderer/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/ Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years and/or minimum of 2 bidding process and maximum of 6 bidding process.



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- 2) If the Bidder(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Purchaser may revoke the exclusion provided such corruption prevention system have been audited by an independent agency.

### Section 4 – Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### Section 5 – Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

### Section 6 – Equal treatment of all Bidders/Contractors/Sub-Contractors.

- 1) The Contractor(s) / Contractor(s) undertake(s) to demand from all sub-Contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- 2) The Principal will enter into agreements with identical conditions as this one with all bidders, Contractors and Sub-Contractors.
- 3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### Section 7 – Criminal charges against violating Bidders(s)/ Contractors(s) / Sub-Contractors(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-Contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### Section 8 – External Independent Monitor/ Monitors

- 1) The Principal has appointed External Independent Monitor for this Pact, whose name and address is given below:

Sri Siva Prasad Rao,  
External Independent Monitor  
1<sup>st</sup> Floor (In front of CMD Office)  
MECON Ltd., Ranchi- 834002, Jharkhand

The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.



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- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, MECON.
- 3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-Contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-Contractor(s) with confidentiality.
- 4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6) The Monitor will submit a written report to the CMD, MECON within 8 to 10 weeks from the date of reference or intimation to him by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.
- 7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the MECON Board.
- 8) If the Monitor has reported to the CMD, MECON, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the CMD, MECON has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

### Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of MECON.

### Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. Place of performance a jurisdiction is the Registered Office of the Principal, i.e. Ranchi.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.





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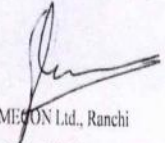
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- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

  
MECON Ltd., Ranchi  
(For & On behalf of the Principal)

M/s .....  
(For & On behalf of the Bidder/Contractor)

(Office Seal)  
सुनील कुमार वर्मा  
Sunil Kumar Verma  
मुख्य महाप्रबन्धक, प्रभारी (संवित्ताएँ)  
Ch. General Manager /c (Contracts)  
मेकॉन लिमिटेड, राँची-834002  
MECON Ltd., Ranchi-834002

(Office Seal)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



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### ATTACHMENT – XII

#### CHECKLIST

Sl. No.	Details of Documents	Submitted (Yes/No)/ Confirmed
1.	Covering letter with offer no. & date	
2.	Kindly confirm that offer is valid till 120 days from opening of the Techno-commercial Part of the offer.	
3.	Duly Signed & stamped copy of ITT	
4.	Duly Signed & stamped copy of Technical Specification (Attachment – I)	
5.	Duly Signed & stamped copy of Draft Work Order (Attachment – II)	
6.	Duly Signed & stamped copy of Declaration by Bidder, in company's letter head (Attachment – III)	
7.	Un-priced Price format (Attachment – IV) Bidder to indicate HSN/ SAC code (as applicable) & percentage (%) of (CGST+SGST) or IGST in Un-priced Price.	
8.	Declaration by Bidder for Bid Security in lieu of EMD in company's letter head (Attachment-V)	
9.	Pro-forma of Bank Guarantee for Security Deposit(Attachment-VI)	
10.	Declaration by Bidder regarding category of supplier as per latest Government of India guidelines for Make in India(Attachment-VII)	
11.	Duly filled, Signed & stamped copy of Information Regarding Bidder regarding category of supplier as per latest Govtof India guidelines for Make in India(Attachment-VIII)	
12.	Duly filled, Signed & stamped copy of Information regarding Bidder with regard to MSME norms (Attachment-IX)	
13.	Duly Signed & stamped copy of Methodology for Reverse auction (Attachment-X)	
14.	Duly filled, Signed & stamped copy of Integrity Pact(Attachment-XI)	
15.	DulySigned& stamped copy of Safety Code	
16.	Documents as per technical eligibility criteria as per clause no. 1.1 of ITT	
17.	Documents required for financial eligibility as per clause no. 1.2 of ITT. Bidders to ensure that FRN, MRN & UDIN as applicable is properly indicated in documents submitted.	
18.	Power of Attorney/ Authorization submitted (in line with ITT cl. No. 3.5.xii)	
19.	Copy of all Addendum(s)/ Corrigendum(s)	
20.	Declaration indicating that the item(s) offered meets the local content requirement (indicating % of Local Content) for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be.The same shall be duly certified by the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant.	
21.	Registration Certificate/ proof of registration on UDYAM/UAM (for MSME bidder).	
22.	PAN No. with documentary proof	
23.	GST Registration No. with documentary proof	
24.	ESIC Registration No / Employee Compensation (Workmen's Compensation Policy) Act Insurance with documentary proof or Declaration of obtaining ESIC/ WC Insurance before start of work.	
25.	Labour License number with documentary proof or Declaration of obtaining Labour Licence before start of work.	
26.	CMPF/ EPF Registration Certificate.	



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ATTACHMENT – XIII

SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra labour shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable foot holds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6m (12ft) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft) above ground level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft).
5. Safety means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m (30ft) in length while the width between side rails in rung ladder shall in no case be less than 20 cm (11  $\frac{1}{2}$ " ) for ladder upto and including 3 m (10ft) in length. For longer ladders, this width should be increased at least  $\frac{1}{4}$ " for additional 30 cm (1ft.) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. Excavation and Trenching: All trenches 1.2 m (4ft) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm (3ft) above the surface of the ground. The side of the trenches which are 1.5 m (5ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m (5ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
7. Demolition : before any demolition work is commenced and also during the progress of the work,
  - i. All roads and open are as adjacent to the work site shall either be closed or suitably protected.
  - ii. No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.



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- iii. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in- Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.
  - i. Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - ii. Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
  - iii. Those engaged in welding works shall be provided with welder's protective eye-shields.
  - iv. Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - v. When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to:-
    - a) Entry for workers in to the line shall not be allowed except under supervision of the Engineering Assistant or any other higher officer.
    - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
    - c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
    - d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
    - e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
    - f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
    - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
    - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.



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- i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
  - j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
  - k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
  - l) The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.
  - m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers ( when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
  - n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
  - o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
  - p) The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- vi. The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken: -
- a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
  - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
  - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
  - d) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
  - e) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
  - f) Overall shall be worn by working painters during the whole of working period.
  - g) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.



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9. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions
  - i. (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.  
(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - ii. Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
  - iii. In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - iv. In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
11. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
13. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
14. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
15. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.