

**Hiring of agency for providing Facility Management Services
at
RETTP, Bhopal, Madhya Pradesh**



IREL (India) Limited
(A Government of India Undertaking)

Plot No.,1207, Veer Savarkar Marg, ECIL Building,
Prabhadevi, Mumbai-400028,
Tel No : 24220230/24211630
Fax : 24220236, Website: www.irel.co.in

CIN No. U15100MH1950GOI008187

Schedule of Tender

1	Name of the work	Hiring of agency for providing Facility Management Services at RETTP, Acharpura Bhopal, Madhya Pradesh
2	Type of Tender	Open Tender through GeM, Single Stage Two Bid System Two Cover System
3	Tendering Mode: GEM Portal	Public tender (Two cover System) <input type="checkbox"/> Pre-Qualification Bid <input type="checkbox"/> Financial Bid
4	Contract period	One year
5	Cost of Tender document	NIL
6	Earnest Money Deposit (EMD)	Rs. 74,645/-
7	Estimated Cost	Rs. 44 lakhs (inclusive of GST)
8	Start date of downloading of Tender document	09.11.2024
9	Date of closing of online Tender submission	30.11.2024, 15.00 Hrs
10	Date & Time of opening of bid	30.11.2024, 15.30 Hrs
11	Contact Details	GM -Technical & I/c Purchase IREL (India) Limited Plot No. 1207, V.S.Marg, Opp. Siddhi Vinayak Temple, Prabhadevi, Mumbai-400 028 Email: purchase-ho@irel.co.in ; v.chandrasekhar@irel.co.in Phone: 022- 24211630 (Ext. No. 266) 022-24316589

DISCLAIMER

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

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

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

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

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

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

TABLE OF CONTENTS:

Sl. No.	Contents	Page No.
1.	Introduction	5
2.	Mode of bidding	5-6
3.	Pre-Qualification Criteria	6-7
4.	Bid Evaluation Method	7
5.	Scope of Work	7-18
6.	Special Terms and Condition	18-20
7.	Payments Terms	21-22
8.	General Conditions of the Contract	22-47
9	Annexure – I Format for Correspondence with Bidder on “Ethics in tendering & other business dealing”	48
10.	Annexure -II Format for undertaking to be submitted by bidders for adopting Ethical practices	49
11.	Annexure -III Tender Acceptance Letter	50
12.	Annexure -IV Certificate from practicing Chartered Accountant for eligible works	51
13.	Annexure -V Particulars of bidder	52
14.	Annexure -VI Required details of the tender document	53
15.	Annexure -VII EMD Declaration	54
16.	Annexure – VIII Performa for Bank Guarantee for Earnest Money Deposit	55-56
17.	Annexure – IX Performa for BG towards Security Deposit	57-58

1. INTRODUCTION:

IREL (India) Limited (Formally Indian Rare Earths Limited) Rare Earth & Titanium Theme Park (RETTTP) is a central PSU Category 1 organization deals in mining, mineral processing, production of minerals and RE and other value added products. The RETTP facility is located at following address:-

Plot N. 49 M, IREL (India) Limited, Rare Earth & Titanium Theme Park, near Gokuldas Industry, Acharpura Industrial Area, Acharpura, Bhopal-462030, Madhya Pradesh.

IREL (India) Limited, invites competitive bids from the reputed Firms/Companies etc., having experience in providing excellent Housekeeping, Gardening and facility management services at Rare Earth & Titanium Theme Park (RETTTP) Unit, Acharpura Bhopal, Madhya Pradesh.

Contract Period: One year.

The scope of work involves the agency to provide indicative number of housekeepers, gardeners and indicative quantity of cleaning & gardening consumables (per month) at RETTP, Acharpura. The payment shall be made on actual manpower deployed. Detailed scope of work, duties and responsibilities of housekeepers & gardeners for cleaning, gardening, etc. are described elsewhere in this tender document.

2. Mode of bidding

The tender bids duly filled in all aspects and uploaded at GEM Portal on or before the scheduled time and date as mentioned in the tender enquiry will be considered for evaluation.

The Bids shall be prepared in two parts viz. PQ cum Technical Bid (Part 1) and Price Bid (Part 2).

Technical bid(Part 1) and Price Bid (Part 2) shall be submitted be through GEM Portal. Bids submitted GEM portal shall only be considered.

Technical Bid will be opened at the first instance and evaluated by IREL's concerned authority. In the second stage, financial bids of only the technically eligible offers will be opened for further evaluation and ranking before awarding the contract.

PQ cum Techno-commercial bid (Part 1)

It contains documents in support of eligibility criteria, self-attested tender document and any other document specifically specified in this tender document.

i.	The complete Qualifying Data as required in Qualification Criteria (PQ)
ii.	Duly filled Tender documents, all Annexures & Undertaking
iii.	Any other technical details/documents etc. required to be submitted by the bidder as contained in the bid document

Part 2 shall contain Price Bid (to be submitted electronically).

This part shall contain only Schedule of prices duly filled in as per the Bid Proposal Schedules. No physical submission of hard copy is permitted.

Method of selection:

Part I of the bid will be evaluated and bidders meeting the PQ criteria and other tender conditions will be qualified as eligible bidders for opening of the price bids. The price bids opened subsequently will be scrutinized for responsiveness and IREL shall consider placement of order on the qualified bidder, whose offer shall be overall lowest. However, IREL reserves the right to accept or reject all or any tender without assigning any reasons and does not bind itself to accept the lowest offer.

Note: To assist in the examination of documents submitted by the bidder in support of eligibility criteria (PQ), IREL may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

3. PRE-QUALIFICATION CRITERIA (PQ):

Envelope 1 shall contain:

Sl.	Eligibility Criteria (PQ)	Documents to be submitted
1	The bidder should have a minimum of 3 years experience in the field of housekeeping/ Facility management services as on October 2024.	Signed photocopy of valid Registration/Incorporation certificate/other document of the bidder's Firm
2	The bidders must have successfully executed/completed Facility management services contract of following values in any organizations during last seven years ending October 2024. i. One Similar Work in a single order of costing not less INR 29.80 lakhs OR ii. Two Similar Works in two (2) orders of each not costing less than INR 18.60 lakhs Facility management includes service towards housekeeping/gardening service etc. Only providing road and drain cleaning service will not be considered for PQ evaluation.	Signed copies of work order and satisfactory completion certificate from client to be submitted. OR The bidder along with copies of the Work Order(s) may submit certificate(s) from practicing chartered accountants stating the payments received and works completed, as the case may be, in respect of the works specified in Pre-Qualification Criteria.
3	Financial Capability: Minimum Average Annual Turnover for the last three years (2021-22, 2022-23, 2023-24) should not be less than INR 11.20 lakhs. In case of non-availability of financial figure for FY 2023-24, then average annual turnover of last 3 years i.e. FY 2020-21, 2021-22 & 2022-23 will be considered.	Copies of audited balance sheet and profit & loss account duly certified by Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for the last 3 financial years. In case, the audited balance sheet and Profit & Loss account is not available, a certificate from the Chartered Accountant on their letter head certifying the financial turnover for the above said financial year may be submitted.

4	Functional office in Bhopal	Bidder's Functional Office based at Bhopal address proof (Signed and scanned copy of Shop & Establishment certificate, electricity bill, utility bill, GST, etc.) or Undertaking to open office in the said area after becoming successful bidder.
5	Valid ISO certification of bidder's firm/company	Signed and scanned copy of valid ISO Certificate for Cleaning/ Housekeeping Services/ Gardening services.

4. BID EVALUATION METHOD:

The contract will be awarded to eligible bidder quoting the lowest. However, IREL reserves the right, without being liable for any damages or obligation to inform the bidder to reject any or all the applications without assigning any reason.

Important: The Bidder is expected to examine all instructions, forms, terms and specifications in the bid document. The bid should be precise and complete as per requirement of the bid document. The bid should not be conditional. Failure to furnish all required information & documents in the bidding document will be at the Bidder's risk and may result to rejection of such incomplete bid.

5. SCOPE OF WORK:

Bidder has to engage 14 persons for undertaking house keeping and gardening work as per the scope of provided as under including supply of materials as indicated under table 5.7. While quoting for bid, bidder has to consider the manpower cost and supply material cost without fail. Consumables to be provided by service provider to be quoted under add on. Non consideration of cost towards supply of consumables or and other materials (or quoting freak rate for the same) in the price bid will make the bid liable for rejection.

5.1. Housekeeping activities:

(a) Daily Schedule:

- (i) Sweeping, mopping, dusting and cleaning of roads, pathways, lobbies, corridors, all staircases, top roof, all office rooms, Conference Halls, auditorium, all plant office area, plant areas, control rooms at plants, Pantry Rooms, i.e., floor, walls, furniture, fitting & fixtures on daily basis (Monday to Saturday).
- (ii) Sweeping, mopping, dusting and cleaning of roads, pathways, lobbies, corridors, all staircases, of all facilities must be completed daily by 09.30 AM.
- (iii) Sweeping, mopping, dusting and cleaning all office rooms, Conference Halls, Pantry Rooms, i. e. floor, walls, furniture, fitting & fixtures must be completed by 11:00 AM.
- (iv) Sweeping, mopping, dusting and washing of toilets and all sanitary fittings & fixture etc. installed in the toilets two times a day i.e. forenoon & afternoon.
- (v) Disinfecting toilets, providing, Naphthalene ball, Air fresheners etc. for daily use. Materials must be checked for availability after each schedule and refilling must be made on requirement.
- (vi) Proper and effective cleaning, washing of toilets, urinals, floors, sanitary fitting including removal of blockage of drain lines and cleaning of garbage in Admin building , pilot plant block-I and II.
- (vii) Dusting and cleaning all doors and windows by using soft brushes and other cleaning appliances and materials on daily basis.

- (viii) Spraying of air freshener in the rooms and toilets.
- (ix) Waste materials collected shall be removed & disposed outside the boundary limit.

(b) Weekly Schedule:

- (i) Scrubbing and washing of corridors floor once in a week at Admin building and pilot plants including catwalk.
- (ii) The Walls of toilets shall be cleaned at Admin building, Pilot plant block-I & II and Sub-station.
- (iii) Wherever washable paints/tiles are used on the surfaces, it shall be cleaned with water to remove stain, dirt etc at Admin building, Pilot plant block-I & II and Sub-station.
- (iv) As and when the urinals, commodes are found stained it shall be removed immediately using cleaning acid at Admin building, Pilot plant block-I & II and Sub-station.

(c) Fortnightly Schedule:

- (i) Lights, fans and windowpanes etc. must be cleaned using brushes or vacuum cleaner at Admin building, Pilot plant block-I & II and Sub-station.
- (ii) Windows, Doors, Ventilators, Lightshades, Tube lights, Fans, Furniture, Equipments, Shelves, and Cabinets etc. for all sections must be cleaned using brushes or vacuum cleaner at Admin building, Pilot plant block-I & II and Sub-station.
- (iii) Sweeping of roof top area of Admin building and pilot plant (monthly).
- (iv) Dusting and Cleaning of all doors and windows by using soft brushes and other cleaning appliances and materials on fortnightly basis.

5.2. Lawn/Gardening activities:

- (i) Maintenance of lawn /gardening activities in near Admin Building, between pilot plant and admin building, along main road from main gate to pilot plant block-I entrance area, near parking -I and parking-II , along boundary wall area, along all side roads.
- (ii) The lawns shall be regularly mowed and rolled whenever the growth of grass is more than 2 inches (5 cm.) above the ground level. Before mowing, the entire lawn shall be de- weeded manually and/or by weed killers to keep the lawn clear of weeds all the time and after each mowing the lawn shall be rolled with light roller. Existing lawn beds will be freshly prepared whenever needed and new grass must be planted.
- (iii) The area earmarked for development of lawns/ turfing shall be cleared of all debris, wild jungle growth and all this debris shall be disposed of as directed by EIC/OIC.
- iv) Plants, shrubs, annuals etc. will be regularly sprayed/dusted with proper insecticides, fungicides at regular intervals to get rid of infections.
- v) Seeds/sapling of seasonal flowering plants of varieties shall be planted in prepared beds as approved and directed by the EIC/OIC.
- vi) Cutting and dressing of hedges to the shape as directed and shall be done once every month or at closer frequencies as directed.
- vii) The entire lawn locations at all times should be kept neat and clean. There shall be no dry leaves, unwanted grass and branches of fallen trees inside the lawn area at any point of time.
- viii) The frequency of watering/irrigation shall be alternate days during the months of April to October, four times in a month during the months of November to March, or as decided in consultation with authorised representative, depending upon the season and climatic conditions.

ix) The contractor is responsible for proper maintenance of Trees, Plants, and flower trees.

x)

Note- The work will be on daily basis (Monday to Saturday).

5.3. Roads, pathways & Drains

Cleaning of Roads, pathways & Drains near admin building, main gate, pilot plant block-I and II and sub-station with a total area of 8000 Sqm. approx.

Note- The work will be on daily basis (Monday to Saturday).

Note- Other areas as per decided by Engineer In-charge.

- i) Sweeping/ cleaning the office floors, wet mopping tiles/mosaic floors with detergents, brushing and cleaning the toilet/bathroom, water closet, wash basin with cleaning detergents and removing foul & stain and make the surface clean including cleaning furniture, phones with wet/dry cloth daily excluding Sundays & Holidays in the following areas: (i) Administrative office ground floor & first floor, (ii) pilot plant block-I and block-II, (iii) Sub-station, (iv) Pump house. Toilet (i.e. toilet at Administrative office ground floor & first floor) cleaning twice a day.
- ii) Brushing, cleaning the toilets, bathroom, urinal including glazed tile walls, water closet & wash basin with cleaning detergents and removing the foul & stain and make the surface clean daily (twice in a day) excluding Sundays & Holidays in all area as per above mentioned.
- iii) Sweeping/cleaning the office floors, wet mopping tiles/mosaic floors with detergents, brushing and cleaning the toilet/bath room, water closet, wash basin with cleaning detergents and removing foul & stain and make the surface clean including cleaning furniture, phones with wet/dry cloth daily excluding Sundays & Holidays in the following areas: (i) Laboratory first floor, (ii) Chemical lab Ground floor, (iii) Admin building corridor area, (iv) LT panel room, (v) Store room ground floor and first floor, (vi) Conference hall , (vii) Auditorium, (viii) Lecture room at first floor, (ix) Faculty room at ground floor and first floor, (x) reception area, (xi) Office area at ground floor and first floor , (xii) GM & Head RETTP room, (xiii) CMD office area with PA room (xiv) All corridor at ground floor and first floor , (xv) Lift 2 nos. , (xvi) stairs , (xvii) dormitory at ground floor
- iv) Sweeping/cleaning the office floors, wet mopping tiles/mosaic floors with detergents, brushing and cleaning the toilet/bath room, water closet, wash basin with cleaning detergents and removing foul & stain and make the surface clean including cleaning furniture, phones with wet/dry cloth daily excluding Sundays & Holidays in the following area: (i) Pilot Plant Block-I :- LT panel rooms, La Metal & Ce Metal control room, La metal & Ce Metal store room, RE recovery control room, Re recovery store room , first floor office area towards La Metal & Ce Metal plant side, first floor office area towards RE recovery, Lamp Phosphor LED phosphor pant side, all pant area
- v) Sweeping/cleaning the office floors, wet mopping tiles/mosaic floors with detergents, brushing and cleaning the toilet/bath room, water closet, wash basin with cleaning detergents and removing foul & stain and make the surface clean including cleaning furniture, phones with wet/dry cloth daily excluding Sundays & Holidays in the following area: (i) Pilot Plant Block-II :- LT panel rooms, all control room, all store room, all control rooms, first floor office area.
- vi) Sweeping/cleaning the office floors, wet mopping tiles/mosaic floors with detergents, brushing and cleaning the toilet/bathroom, water closet, wash basin with cleaning detergents and removing foul & stain and make the surface clean including cleaning furniture, phones with wet/dry cloth daily excluding Sundays & Holidays in the following area: (i) sub-station and yard area.
- vii) Removing the waste from waste bins laying in plant & office premises and dumping the same outside boundary limit

5.4. SPECIFIC INSTRUCTION:

- a) Bidders before submitting their tenders, are advised to inspect and examine site, its condition, the surroundings and satisfy themselves regarding the nature of the job, ground, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information with regard to risks, contingencies and other circumstances which may influence or affect their tender including security and safety regulations in vogue, at work site/sites. Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra claim consequent on any misunderstanding or otherwise shall be allowed.
- b) The contractor is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for works and of the rates and prices quoted and cover all his obligations under the contract apart from all matters and things necessary for the proper completion of the work. The rate quoted shall be inclusive of all the cost of materials to be procured by the contractor and also labour, tools, plants, fuel, consumables, etc.
- c) The quantities if any given or indicated in the tender are those upon which the approximate estimated cost of work are based but they are subject to alterations, omissions, deduction and additions and not necessarily show the actual quantities of work to be done, which may vary. Wherever rates are quoted, the rate shall be firm for such variations as well.
- d) Providing all necessary experienced personnel including supervisor for accomplishment of jobs within the allotted time period. Submission of list of pool of personnel who shall be deployed at site, establish their identities, competencies, licenses and obtain all security and safety clearance as required prior to their deployment. Documentary proof if any required must be submitted. Ensuring that only those personnel approved by company are engaged for the work.
- e) The contractor shall at their cost make his own arrangements for the stay of his personnel.
- f) Required PPEs like safety belts, safety rope, safety net, helmet, gloves, goggles, shoes, etc to all workmen/supervisor.
- g) Supply of all types of cleaning, de-dusting, vacuum cleaner, cotton cloths, other consumables required for carrying out the work as per the scope of work mentioned under clause no 5.0.
- h) Contractor should clean the areas other than mentioned days in the schedule as per the instructions of Engineer-in-charge, if required.
- i) To ensure the progress of cleaning on each area the contractor should maintain a register and obtain signature from Engineer-in-charge, or any other person authorized by him on each area against each item of work.
- j) The above said minimum mandays may be increased as per our requirement. The payment shall be done based on mandays engaged.
- k) Workmen below 18 years & above 58 years will not be permitted to work.
- l) The whole responsibility for supervision of the work and the workers employed by the contractor shall rest with the contractor. The contractor shall nominate one authorized Supervisor (site in Charge) at the work site all throughout the execution period. Such supervisor shall be authorized to act as Lead supervisor for the work and shall be authorized to act on behalf of the contractor, to accept notices under the contract and carryout the instructions of IREL (India) Limited from time to time.
- m) IREL (India) Limited may ask to change/delete the person not found suitable for the work at any point of time. For any addition and deletion of the working person, prior permission from IREL (India) Limited shall be taken.
- n) Contractor's all workmen and supervisor shall conduct himself in an orderly manner with the

staff working in the Civil section. Contractor and the personnel they have engaged for the execution of the contract shall abide by all the Safety & security rules and regulations of IREL (India) Limited. Contractor shall give the list of persons who shall be deployed at site like supervisors, workers, etc. with their address and age proof well in advance. All such persons shall be subject to security check by security officials of IREL (India) Limited. The contractor shall obtain necessary Entry passes from concerned officials of IREL (India) Limited Security Wing prior to their deployment.

o) Contractor shall ensure that no unauthorized persons are entering the work site except authorized workmen.

p) Contractor shall adhere to all security procedures, checks and practices of IREL (India) Limited with regards all personnel engaged, all equipment, consumables, tools and tackles brought inside and taken out from the work site/s.

MSE bidders are requested to onboard with TReDS platform of M/s RXIL as per government guidelines. Further details mentioned under clause no. 8 (14)

q) The contractor and his person shall maintain absolute integrity in carrying out the work and in case of any act detrimental to the interest of the company [IREL (India) Limited], the contract shall be terminated.

5.5. Materials/ Consumables/ Brands:

Floor cleaner & disinfectant, Toilet cleaner & disinfectant for W.C, Washbasin, Urinal etc., Liquid Hand Wash, Washroom fitting cleaner, Detergent powder, Detergent bar, Room Freshener, Liquid detergents, Stain remover, Air Freshener, Naphthalene balls, Soap bars, Glass Cleaner, Tissue paper rolls, Duster, Mops, Hard Brushes /Soft Brushes, Steel and plastic buckets /mugs, Towels, Hard brooms, Soft brooms, Paint brushes, Rubber wiper, Scrubber (Steel and Plastic), Conventional mops, rat killing pills.

5.6. Technical Specification

DESCRIPTION OF HOUSEKEEPING ACTIVITIES AT RETTP ACHARPURA OF FOLLOWING AREA I.E. ADMIN BUILDING, PILOT PLANT BLOCK-I, PILOT PLANT BLOCK-II, SUB-STATION, MAIN GATE, PUMP HOUSE, ROAD, PATHWAY WITH DRAINS AND GARDENING/LAWN MAINTENANCE

- (a) Admin building consisting of Ground floor, First floor and duct area with a total area of 5600 Sqm. approx. the floor finishes of the building are with vitrified tiles, ceramic glazed floor tiles, eternity mat finished wall tiles, granite and kota flooring etc including 25 WC pan, 15 toilet wash area with 23 washbasin and 19 urinal points.
- (b) Pilot plant Block-I having Ground floor, First floor, duct area and ramp area between block-I and II with a total area of 2685 Sqm. approx. The floor finishes of the building are vitrified tiles, ceramic glazed floor tiles, alkali resistant tiles, granite and kota flooring etc. including 12 WC pan , 8 toilet wash area with 8 washbasin and 8 urinal points.
- (c) Pilot plant Block-II having Ground floor, First floor with a total area of 2565 Sqm. approx. The floor finishes of the building are vitrified tiles, ceramic glazed floor tiles, alkali resistant tiles, granite and kota flooring etc. including including 12 WC pan , 8 toilet wash area with 8 washbasin and 8 urinal points.
- (d) Sub-station having Ground floor and surrounding area of 100 Sqm. Approx. The floor finishes of the building are kota flooring, ceramic glazed floor tiles and carpet etc. including 1

1 WC pan , 1 toilet wash area with 1 washbasin and 1 urinal points .

- (e) Main Gate having one security room of 9 Sqm. Approx. The floor finishes of the room vetrified tiles and granite work.
- (f) Pump house having area of 54 Sqm. Approx. The floor finishes of the building are having kota flooring work.
- (g) Gardening areas near the admin building eastern side garden area is 2942 Sqm. Approx., southern side is 547 Sqm. Approx., near parking-I and parking-II (from main gate to end of the parking-II) is 4051 Sqm. Approx., between admin building and pilot plant is 5805 Sqm. Approx. and in front of the plant block-I is 804 Sqm. Approx.
- (h) Roads, pathways & Drains near admin building, main gate, pilot plant block-I and II and sub-station with a total area of 8000 Sqm. approx.
- (i) Maintenance of all type of plants in all buildings in side and outside, parallel to boundary wall, near admin building and plant area
- (j) The total area to be considered is 33162 Sqm (approximately)

5.6.1.DESCRPTION AND SCOPE OF WORK FOR CLEANING & LAWN MAINTENANCE ACTIVITIES

Housekeeping/ Cleaning activities: Internal, external, rooftops etc & the details of which are as under: -

- a. Entrance to each Building/facility ii) Lobby of each Floor iii) Washrooms/ Toilets iv) All Corridors, verandah and courtyard v) Doors, windows (from both sides), windowsill from outside vi) All Staircases vii) CMD room area and Unit Head area viii) Conference room ix) office area ground floor and first floor x) Lab ground floor and first floor xi) raw material room ground floor and first floor xii) reception area xiii) Auditorium area xiv) Lecture room ground floor and first floor xv) faculty room ground floor and first floor xvi) LT panel room
- b. service room ground floor and first floor xvii) pantry ground floor and first floor Admin Building.
- c. Entrance to each Building/facility ii) Lobby of each Floor iii) Washrooms/ Toilets iv) All Corridors, back verandah and courtyard v) All Staircases vi) Lanthanum Metal plant area
- d. CE metal plant area viii) RE Recovery plant area ix) All plants stores x) First floor office area with office cabin of all plants xi) LT panel room xii) LA metal and CE metal control room and RE Recovery plant control room xiii) All Roof Tops of Pilot plant Block-I
- e. Entrance to each Building/facility ii) Lobby of each Floor iii) Washrooms/ Toilets iv) All Corridors, back verandah and courtyard v) All Staircases vi) All plant areas vii) All plants stores viii) First floor office area with office cabin of all plants ix) LT panel room x) All plant control rooms xiii) All Roof Tops of Pilot plant Block-II.
- f. Taking care of Saplings, Plants, Flower trees, all type of decorative trees near Admin Building, alongside of the road from Main Gate to Pilot plant block -I entrance area, parking area, sub-station area, pathway between pilot and admin building area, back side road between pilot plant and admin building, all gardening areas and along boundary wall of RETTP Acharpura.

5.6.2. IMPORTANT MACHINES/EQUIPMENT/MATERIALS TO BE PROVIDED AND USED BY the Contractor

- (a) Wet and Dry vacuum cleaner.
- (b) Telescopic Rod for cleaning cobwebs.
- (c) Floor cleaner, Toilet cleaner & disinfectants for Wash basin, Urinal etc.
- (d) Liquid Hand Wash, Washroom fittings, Detergent bar & Naphthalene balls.
- (e) Glass Cleaner, Tissue paper rolls, Duster, Mops, & Hard/Soft Brushes.
- (f) Plastic buckets & mugs.
- (g) Hard brooms, Soft brooms, Paint brushes and Rubber wiper.
- (h) Scrubber (Steel and Plastic) & Conventional mops.

5.7. MONTHLY QUANTITY OF CONSUMABLE ITEMS

a) The average quantity of consumable required per month is as follows: -

Sr No.	Item	Unit	Make/ Brand	Average Quantity
(i)	Air Freshener (Toilet) (50 gm)	Each	Godrej or equivalent	16
(ii)	Fertilizer (Organic)	Trip	One trip of tractor twice in a year	01
(iii)	Naphthalene Ball	Kg	Of Repute Brand	02
(iv)	Soft Broom (Phool Jhadu)	Each	Local	05
(v)	Hard Broom for road sweeping (Bamboo)	Each	Local	05
(vi)	Detergent Powder (1 kg)	Kg	Fena /Wheel/Nirma/Surf	3
(vii)	Toilet Brush	Each	Local	10
(viii)	Harpic	Litre	Local	10
(ix)	Cleaner Wet Mop/ Dry Mop	Each	Local	02
(x)	Floor brush (Hard & metallic)	Each	Local	02
(xi)	Urinal/ Sanitary cubes	Packets	of Repute Brand	10
(xii)	Bleaching Powder	Kg	of Repute Brand	02
(xiii)	Phenyl (White)	Litre	of Repute Brand	10
(xiv)	Wiper	Each	Local	04
(xv)	Dust bin (big)	Each	Local	03 per year
(xvi)	Hand wash	Each	Dettol /Savlon/lifebuoy(200ml.)	10
(xvii)	Urea fertilizer	Kg	of Repute Brand	20
(xviii)	Gromor Fertiliser	Kg	of Repute Brand	20
(xix)	Pesticides	ml.	of Repute Brand (200ml.)	1
(XX)	Uniform, helmet and shoes (saree / pant + blouse / shirt + shoes)	sets	Reputed brand	14 sets Annually

- (b) Above list covers only broad items. Contractor must arrange any other item(s)/quantity which are necessary for proper housekeeping/cleaning works assigned to them as per the scope of work.
- (c) The contractor should submit necessary proof for supply of these items to EIC for keeping record of the same. The bills/vouchers/ challans shall be submitted on monthly basis through entry at Security Gates. It will be responsibility of the contractor that the materials supplied by him are used judiciously and they are sufficient to fulfill the requirement of the contract.
- (d) The service provider shall be responsible for taking all measures to safeguard (all the staff employed by the firm) from all the likely health hazards and provide personal protective Equipment (PPE) and immunization. It will be the responsibility of the service provider to provide the uniform with their badge and ensure compliance.
- (e) The personnel engaged by the Service Provider for operation of the proposed work shall wear a distinct dress (uniform), safety shoe & identity card issued by the approved firm/Service Provider so that they can be easily identified. They should be presentable in appearance with well-cut and groomed hair.

5.8. CLEANING PROCEDURE:

- (a) **Cleaning Procedure for Floors:** Floor cleaning shall be done in the morning on each day. Cleaning of floor to remove dust/ particles, ensure that the coving/corner soft the floor are thoroughly cleaned, then wet mop floor (with lint free cloth) using white phenyl/ Dettol/ approved disinfectants and enter the records of cleaning in the relevant Log Sheet.
- (b) **Cleaning of Interior wall:** Clean the ceiling with the aid of the long assembly to reach the ceiling height taking utmost care the corners and edges of the ceiling, checking for cobwebs.
- (c) **Cleaning of Window panes & Doors:** Spray liquid detergent (Colin etc.) on the glass surface, becomes spotless and in case cleaning is not satisfactory spray more detergent following by rubbing with fresh clean lint free cloth, ensuring that cleaning of the wipe the aluminum frame and steel frames with lint free cloth. Check the door surface from both sides, spray detergent (Colin) on the dirty spots observed on the door surface and rub with a clean lint free cloth. For all the above-mentioned cleaning, a daily frequency will be maintained. Enter the records of cleaning in the relevant log sheet. Log sheet has to verified and signed daily by in-charge and will be put up to GM & Head RETTP on weekly basis.
- (d) **Cleaning of roads, Footpaths & Drains:** Sweep the road with hard brooms to remove dust. Remove weeds/ vegetation and other waste if any and collect the garbage in plastic bags/ drums, dispose at disposal site designated by the EIC. Sweep the foot path with soft broom store move dust/ particles. Remove weeds/ vegetation if any and collect the garbage in plastic bags/ drums and dispose at disposal ground designated by the OIC. Wet mop the foot path using phenyl etc. Remove any blockage from the drain using wires, bamboos etc, remove the plastic and other solid garbage from the drain and collect in plastic bags/drums. Dispose the garbage at disposal site designated by the OIC. Ensure that there is no stagnation of water in the drain.
- (e) **Cleaning Procedure for Washrooms:** Sweep the floor with broom and collect the accumulated waste in the dust bin provided in the washroom and dispose of the same at specified place. Wash the floor with water using a rubber wiper. Prepare a diluted solution of Phenyl as per recommended dosages, mop the floor with this using a lint free mop and ensure that the floor is completely dried after mopping. Scrub toilet bowl, wash basin & urinal etc. from inside and outside using herbal cleaning agent etc. for cleaning, leaving it for about 10 minutes before flushing with fresh water to clean them nicely. Remove stains from urinal and toilet Tubs, spraying a herbal stain remover, flushing with water after 15 minutes. Replace naphthalene balls if necessary and ensure that each urinal Tub has 5 to 6 naphthalene balls or 3 big naphthalene cakes. Clean Toilet fixture like mirror/ Hand Dryer/ Soap Dispenser with wet sponge soaked in detergent, clean with water and dry with lint free cloth. Check the availability of Liquid soap in soap dispensers and if required fill them out. Provide clean towels, soap bars and tissue paper rolls in each soap dish and tissue paper holder. Check the exhaust fans are in working conditions. Wipe all tiles with detergent solution-soaked duster/ mop, after removing all dust/ dirt/ strains wipe with dry lint free mop. Enter the records in the relevant log sheet ensuring a daily cleaning frequency.
- (f) **Disposal of waste & Scrap:** Clean the building surrounding, Plinth protection with hard broom ensuring proper cleaning. Dispose the collected waste outside the boundary limit. Maintain a daily cleaning frequency. Enter the records in the relevant log sheet.
- (g) **Storage of Cleaning Devices:** After cleaning, house-keeping activity is over, clean the devices like mops, buckets, wipers, broom & brushes with fresh water & detergent, squeeze out water completely and hang wipers and mops. It should be ensured that all cleaning devices are clean & dry.

5.9. RESPONSIBILITIES OF SERVICE PROVIDER

- (a) The contractor must maintain separate log books for all sections. Log book must be certified by any employee of the concerned section with his/ her signature and name in each working day.
- (b) The photocopy of said logbook of subsequent month along with the biometric attendance of the engaged contract labour must be attached in the running bills by the contractor during the submission of running bill.
- (c) The contractor must submit in writing the names of engaged unskilled personnel and supervisor enclosing their photo Identity Card such as Voter ID Card, Aadhar Cards, ESI, group insurance etc. The Contractor shall also submit the mobile number of the supervisor and he or she must not be allowed to use mobile phone during general shift.
- (d) In the event of absence of unskilled personnel from the duty, the contractor must engage substitute unskilled personnel for filling his absent period.
- (e) Penalty as mentioned under penalty clause will be imposed on the contractor in case of short falling providing the required manpower/ delay in reporting of labour at work and poor performance without serving the notice to the Contractor.
- (f) **Material cost & outgoing:** The cost of all accommodation, material for sweeping/cleaning, labour wages, setting up the said infrastructure, recruitment of staff, maintenance of equipment, and any other expenses including fuels, any taxes, local or otherwise required by the Service Provider for the purpose of this contract shall be borne by the Service Provider.
- (g) The Service Provider shall employ skilled and unskilled labour in specified numbers to carry out its Services at the required rate of progress and of quality to ensure workmanship, of the degree specified in the Contract for timely fulfilling of the Service Provider's obligations under the Contract and to the satisfaction of the Competent Authority.
- (h) The personnel deployed shall be employees of the Service Provider and all statutory liabilities such as ESI, EPF, Bonus, Workmen's compensation as per relevant statutory Act, etc. shall be paid by the Contractor. The list of personnel to be deployed shall be made available to the IREL and if any change is required on part of IREL a fresh list of personnel shall be made available by the Contractor after every change. The Contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws under Labour Acts as applicable from time to time with regards to the personnel engaged by the Contractor for this work. Contractor shall provide IP number allotted by ESI authorities for each employee deployed by the Contractor against the contract.
- (i) The Contractor shall procure the consumables/ detergents /disposables/ disinfectants and other stores related to sanitation & housekeeping. The Service Provider shall use eco-friendly/ herbal detergents, consumables. IREL shall have the discretion regarding the quality and quantity of stores. The proper record of such stores shall be maintained by the Service Provider. The authorized representatives of IREL can carry out surprise checks of the stores without any prior intimation.
- (j) **Disposal of Waste & Scrap:**
 - (a) Clean the building surrounding, Plinth protection with hard broom ensuring proper cleaning.
 - (b) Dispose the collected waste at appropriate place.

- (c) Maintain a daily cleaning frequency.
- (d) Enter the records in the relevant log sheet.

(k) Storage of Cleaning Devices:

After cleaning, house-keeping activity is over, clean the devices like mops, buckets, wipers, broom & brushes with fresh water & detergent, squeeze out water completely and hang wipers and mops. It should be ensured that all cleaning devices are clean & dry.

5.10. Statutory liabilities

1. The personnel deployed shall be employees of the Service Provider.
2. All the below mentioned statutory liabilities paid shall be paid by the Contractor as per mentioned percentage.

Employee contribution as per attendance	Employer/ Contractor Contribution /liabilities as per attendance
-	Minimum wage as per notification of CCLC(Central)
EPF: 12%	EPF: 12%
ESI: 0.75%	ESI: 3.25%

Mandatory Payment to the Housekeeping Staff & Gardeners deployed by the contractor:

The contractor shall comply the following rates of payment to the staff engaged by him on monthly basis during the contract period besides the escalated wages from time to time as notified in the month of April & October of every year by the Chief Labour Commissioner (CLC).

Sl. No.	Description	Housekeeping & Gardener
1	Minimum Wages	655
2	EPF@ 12.50% of Min wage including PF administrative charges	81.88
3	ESI@3.25% of min wage	21.29
4	Employees Deposit Linked Insurance Scheme (EDLI) @0.5% of min wage	3.28
5	Total wage payable to each person per day	761.44
	Total wage payable (14 persons per day x 26 days x 12 months)	33,25,959

The cost towards supply of consumables will be extra and same to be factored in the price bid.

The above rate may be changed after notification by the Chief Labour Commissioner (CLC), The contractor will be responsible for payment enhanced minimum wages with effect from Sept, 2024 for which IREL will not reimburse the enhanced minimum wage under any circumstances. Rate quoted by the bidder will remain firm over the period of contract.

5.11. DEPLOYMENT OF MANPOWER

The following manpower should be strictly provided during the execution of contract : -

S.No.	Area(s)	Manpower Per day	Shift Timings
(i)	Gardening	08	08- 'G' Shift

(ii)	House-keeping	06	06- 'G' Shift
------	---------------	----	---------------

6. SPECIAL TERMS AND CONDITIONS

1. Earnest Money Deposit

Bidders shall remit EMD (Rs.74,645/-) through NEFT/RTGS in favour of M/s IREL (India) Limited as mentioned in the schedule of tender or alternatively, EMD can be remitted by way of 'demand draft' or 'BG' in favour of IREL. BG should be from Indian scheduled Banks excluding co-operative banks. BG format is enclosed at Annexure VIII. Details of payment shall be uploaded in the portal as a separate PDF document. In case of payment through DD/BG, the original should be submitted offline within 7 days of opening of bid date. However, if the details of the payment of EMD through DD/NEFT/RTGS/BG are not uploaded in the bid, the bid will be summarily rejected.

EMD if any is liable to be forfeited if:

- i. The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
- ii. The tenderer fails to accept the order when placed or fails to commence supplies/works/services after accepting the order.
- iii. In case bidder submits false/fabricated documents.

2. Security Deposit:

The selected engaged agencies are required to deposit a Security Deposit of 5% (five percent) of the contract value in the form of demand draft/ Bank Guarantee from only Nationalized Bank, drawn in favour of the IREL (India) Limited, Mumbai within 14 days of placement of order covering the period of the contract plus three months. In case, the contract is further extended beyond the initial period, the Demand draft/ RTGS/NEFT/Bank Guarantee will have to be accordingly renewed by the successful bidder. The amount of security deposit will be determined by IREL, taking into account the contractual obligation of the housekeeping agency. The SD shall not bear any interest and is liable to be forfeited for unsatisfactory completion or on abandonment of the service contract.

In case of revision of SD to any other higher percentage by any Govt. Notification, the same shall be applicable.

Refund of SD:

- a) Before releasing SD, a "No Due Certificate" shall be issued by Officer-in- Charge (OIC) duly countersigned by head of the department after ensuring that no amounts are recoverable from the agency.
- b) EIC shall recommend release of SD money after compliance of all the obligations under the contract by the Agency and on submission of formal claim by them.
- c) On receipt of "no dues certificate" from EIC, SD money retained in the form of B.G and/ or cash shall be refunded within 30 days, if agency is not liable to pay any money to IREL under any other contract.

Forfeiture of SD:

- a) The Security deposit is liable to be forfeited if Any failure whatsoever on the part of the agency at any time during performance of his part of the contract, where notice is given and time for rectification allowed.
- b) If the agency indulges at any time in any subletting/ sub- contracting of any portion of the work without approval of IREL.

3. OTHER TERMS AND CONDITIONS:

- a) The agency shall abide by and comply with all the relevant laws and statutory requirements covered under various Labour Acts, Minimum Wages Act, Contract Labour (Registration & Abolition) Act 1970, EPF, ESI etc. with regard to the personnel engaged by him for providing support services. It will be the responsibility of the agency to provide details of all manpower and resources deployed.
- b) For all purpose, the agency shall be the EMPLOYER for the manpower engaged/ employed for providing services to IREL. The agency shall be responsible for maintenance (Payroll, all compliances, statutory obligations etc.) and termination of services of temporary manpower at IREL premises as per recommendation and advice of IREL. The agency and the manpower engaged by them will have the relationship of employer and employee and such personnel engaged by the agency for providing services to IREL will never be deemed to be the employees of IREL in any manner whatsoever and shall not be entitled for employment, salary/ wages, damages, compensation or anything from IREL due to their deployment for rendering the said services.
- c) The staff provided by the agency shall not be deemed employees of IREL hence the compliance of the applicable labour laws and acts i.e. the Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour (R&A) Act and other relevant laws will be the sole responsibility of the housekeeping agency and IREL will in no way be responsible for any violation or liabilities in this regard.
- d) The contractor shall obtain adequate Insurance Policy in respect of his workmen to be engaged for the work compulsorily towards compensations as admissible under the Workmen's Compensation Act 1923, and Rules framed there under upon death/disablement of a worker and the same has to be produced before start of the work.
- e) The agency shall be solely liable for any accident or injury that may happen to any of his deployed manpower. IREL shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any deployed manpower in the employment of the agency and the agency shall indemnify and keep indemnified IREL against all such claims, damages, compensations and proceedings.
- f) The agency shall keep IREL fully indemnified from and against all claims, costs and charges arising out of personal injury to their employees and the housekeeping agency will be solely responsible to meet such claims and keep IREL indemnified at all times against all such claims costs, charges, and expenses arising out of such claims.
- g) The agency shall be liable for pay salaries to the deployed manpower, and shall also be responsible for complying with all the statutory liabilities, e.g. Provident Fund (PF), ESIC and any other applicable legislation or statutory orders of respective governments including payments/contributions towards all statutory dues connected to and/or related to the employment of the manpower engaged at IREL offices, and shall keep IREL indemnified at all times and against all claims, liabilities, losses and consequences in relation thereto, and comply with all statutory requirements, and deduction of any tax or other amounts as required by law or as provided herein. The agency shall make available of all the records/ registers maintained under different Statutes for inspection by the authorities under the

respective statute, on demand.

4. SAFETY: (Under the guidance/supervision of EIC)

The contractor shall abide with all the safety regulations in force. The contractor shall comply with all applicable provisions of contractor safety management policy of IREL/RETTP and other precautionary measures which the shift-in-charge has in effect at the site.

5. PENALTY:

As per Gem SLA.

6. BREACH OF CONTRACT AND TERMINATION:

The contract shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons by either party:

- a) Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required by IREL by providing reasonable notice period as per the term of the contract or minimum of 30 days. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
- b) Breach of contractual obligations: Any incidents considered as the breach of contract will result in immediate termination of services. IREL shall have the right to terminate the Contract effective immediately by giving written notice to the agency if, the agency breaches any provision of this Contract where that breach is not capable of remedy; or if the agency breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
- c) Breach of service obligations: The housekeeping agency shall be responsible for faithful compliance of the terms and conditions of this agreement. In case of noncompliance of Service obligations, penalty per default will be imposed as per contract agreement. Non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements, committing fraud etc will be considered as a major default and the contract will be canceled immediately without giving any further notice.

For any technical queries, site visit, contact details of site officials are as under:

- Site Visit: Prior to quoting rates, the bidders are advised to visit the RETTP projects site, Aacharpura, Bhopal. Contact details of site officials are as under:
 - i. Dr. Bikramjit Singh Talwar, Sr. Manager (Technical), Email: bikram.talwar@irel.co.in ; Ph No. 08591921698 or
 - ii. Mr. V. Chandrasekhar, GM & Head, email: v.chandrasekhar@irel.co.in; Ph No. 09995111750.
- Plot N. 49 M, IREL (India) Limited, Rare Earth & Titanium Theme Pak, near Gokuldas Industry, Aacharpura Industrial Area, Aacharpura, Bhopal-462030, Madhya Pradesh.
- GST No: 23AAACI2799F1ZM

7. PAYMENTS TERMS:

7.1. PAYMENTS TERMS

The rates shall be firm and fixed and shall not be subject to any change on any case or condition whatsoever, and shall hold well till completion of contract at IREL (India) Limited. Bills for Services supplied under this contract shall be prepared and submit by the Contractor in succeeding month. The payment of bills will be made through Electronic Clearing System (E.C.S.). It may be noted that under the provision of the Indian Income Tax Act, IREL (India) Limited will deduct TDS at source at applicable rates from the gross amount of each bill.

The payment against bills shall be made every month by IREL (India) Limited. The bill has to be accompanied by the exact data of personnel employed plus other charges as per rates quoted in Financial Bid, which should be certified by authorized officer of IREL The contractor shall disburse the wages/salary to its personnel deployed in RETTP Acharpura every month through ECS in their respective bank accounts. IREL reserves the right to verify the payment details made to the personnel engaged by the bidder. These payment are If the contractor fails to pay wages/salary including statutory liabilities to its employee as deployed at IREL, within stipulated time; IREL reserves the right to pay the deployed manpower from their performance guarantee/Security deposits and necessary action as deemed necessary shall be taken against the contractor.

The contractor will have to deposit the proof of deposits of each employee contribution towards EPF/ESI etc. in every month and has to submit documentary evidence to IREL. The contractor shall submit a certificate along with each bill that the payment has been made to its personnel as per acquaintance roll and all labour laws obligations have been complied with. All relevant documents, certificates, affidavits and verification etc. as required being attached/enclosed with the bills submitted for payment.

The monthly bill of the contractor shall be accompanied with

- I. Salary slip and salary transaction details of the engaged housekeepers.
- II. Attendance record of the housekeepers.
- III. Monthly delivery challan of cleaning consumables.
- IV. ESIC and EPF transaction acknowledgement.
- V. Any other document as required by IREL's EIC.
- VI. Salary Slip of engaged housekeepers shall contain the following details:
 - a) Basic Pay
 - b) ESI
 - c) EPF

7.2. Payment of minimum wage:

Rates quoted by the bidder will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R & A) Act, 1970 as amended from time to time, cost of uniform of personnel deployed by the contractor, all kinds of taxes, services charges etc. of the agency. Minimum wages for all purposes of tendering and execution should be quoted as per Central labour Rules specified by the Central Labour Commissioner, Ministry of Labour & Employment, Govt. of India (GOI), as applicable to Andhra Pradesh and shall vary according to the Amendments/Increments enforceable by the Govt. of India from time to time. Present Rate of GOI payable w.e.f.25.09.2024 is Rs. 655/- per day for unskilled .

8. Price Schedule:

As per GeM. **PI note all bidders to submit the price bid online only and excel sheet break up (in pdf format) also to be uploaded along with the price bid.**

**(PI note: Rate of Consumables to be quote on “add-on” in GeM.
Consumable to be provided by Service Provider)**

9. DPE instructions

IREL (India) Limited is on board with TReDS platform of M/s RXIL for facilitating Bill Discounting for MSME's. As per DPE/7(4)/2007-Fin dt 21/08/2020, it is mandatory to get all the MSME vendors registered on the platform. Vendors can get themselves registered at: <https://onboarding.rxil.in/customerapp/home>.

The registration fees of MSMEs on TReDS Platform is Free of Cost as per the new guidelines provided by SIDBI. For any registration queries, vendors may please contact, RXIL Relationship manager Mr.Satyajeet Jathar : +91 99201 00784 / +91 90041 00784 email: satyajeet.jathar@rxil.in

RXIL Relationship manager Mr Kirti Musale: +91 90048 17501 email: kirti.musale@rxil.in

8. GENERAL CONDITIONS OF THE CONTRACT

DEFINITIONS & INTERPRETATIONS

1.1 Definition of Terms:

In this Contract (as defined here-in-after), save where the context otherwise requires, the following words and expressions shall have the meanings respectively assigned to them:

"Approved" means approval in writing including subsequent written confirmation of previous verbal approval(s).

The "Bid /Tender/Offer" means the proposal along with required supporting documents submitted by the Bidder/Service Provider for consideration by the Employer.

The ‘Bidder/Tenderer’ means the person(s) / Firm / company /Corporation /Organization/entity, who participated in the Tender.

“Completion Certificate” means the certificate to be issued by the Engineer In-charge (EIC) when the Services have been completed entirely in accordance with Contract.

“Completion Date” means the date of actual completion of the services by the Service Provider as certified by the Employer.

“Contract” means an agreement between Employer and the Service Provider/Supplier for execution of the Service(s) as per Contract Documents and its subsequent amendment(s), if any in writing thereto.

"Contract Documents" means collectively the Tender Documents, Designs, Drawings, Scope of Services, Specifications, Schedule of Rates (SOR), Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.

"Day" means a calendar day of 24 hours from midnight to midnight irrespective of the number of hours serviced in that day.

“Demobilization” means removal of all equipment, machinery, manpower from the site after completion of the services with the due permission of EIC.

“Drawings” means and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, etc. related to the Contract together with modification and revision thereto.

The “Employer/Service Receiver/ Company/Owner” means IREL (India) Limited , a Public Sector Undertaking, incorporated under the Company’s Act 1956 and having its Registered office at Plot No. 1207, Veer Savarkar Marg, Prabhadevi, Mumbai, Maharashtra-400086 and includes its successors, assigns and Units.

The “Engineer-In-Charge” (EIC) means the person designated from time to time by Employer and shall include those who are expressly authorized by him to act for and on his behalf for operation/execution of this Contract for Services.

“Equipment/Materials/Goods” means and include all equipment, machinery, stores, goods which are required under the Contract for satisfactory performance of Services by the Service Provider.

"Fax of Acceptance” means intimation regarding notification of award by the Employer to the successful Bidder/Service Provider through a Fax/ Letter conveying that the Tender/Bid/Offer has been accepted in accordance with the provisions contained therein.

“Guarantee/Warranty/ Defect Liability Period (DLP)” means the period and other conditions governing the warranty/guarantee/defect liability period of the services as provided in the Contract.

"Metric System": All technical documents are given in the metric system and all service should be carried out according to the metric system. All documents concerning the service shall also be maintained in the metric system.

“Mobilization” means stabilizing adequate infrastructure at designated Site comprising of Equipment, aids, tools, tackles, instruments, Goods & Materials, experienced manpower, supported with supervising personal in order to provide services as per the provision of Contract document.

“Negligence” means any act or failure to act (whether sole, joint or concurrent) by a person or an entity which was intended to cause, or which was reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, negligence shall not include any action taken in good faith for the safeguard of life or property.

The "Service(s)" means and include all services and activities/jobs to be performed by the Service Provider in pursuant to and in accordance with Contract or part thereof as the case may be and shall include all extra, additional, altered or substituted services and approvals from any agency/third party & license(s)/permissions from statutory authorities (if any), as required for purpose of the Contract.

The "Service Provider" means Bidder/Tenderer whose tender has been accepted by the Employer and includes the Service Provider's legal representative(s), his successor(s) and permitted assign(s).

“Service Provider’s/ Bidder’s Representative” means such person(s) duly authorized by the Bidder/Service Provider in writing to the Employer as having authority to act for and on behalf the Bidder /Service Provider in matters affecting the Services and to provide the requisite services to Employer.

“Site” means the place(s) provided by the Employer where the Services are to be carried out/executed and any other place(s) as may be specifically designated in the Contract as forming part of the site.

“Specifications” means and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract.

The "Sub-Service Provider" means any person / firm / Organization / company /entity (other than the Service Provider) and it’s legal representatives, successors and permitted assigns named in the Contract as a Sub-Service Provider for a part of the Services or to whom a part of the Services has been sub-Contracted with the written prior consent of the Employer.

"Value of Contract" or “Total Contract Price” means the sum accepted or the sum calculated in accordance with the prices accepted in the Contract as payable to the Service Provider for the entire execution and full completion of the service, including Amendment(s) to Contract, if any.

"Week" means a period of any consecutive seven Days.

"Willful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or loss or damage of property.

"Working Day" means any Day which is not declared by the Employer to be holiday or off-day.

1.2 INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS

1.2.1 The documents forming the Contract are to be read together and interpreted as mutually explanatory of one another. If there is a direct inconsistency in specific obligation(s), then for the purposes of interpretation, and unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:

- i) The Contract Agreement
- ii) Detailed Letter of Acceptance along with its enclosures
- iii) Fax of Acceptance
- iv) Scope of Works/ Job Specifications (specific to particular job only, wherever provided)
- v) Drawings
- vi) Special Conditions of Contract (SCC)
- vii) Technical Specifications (wherever applicable)
- viii) Instructions to Bidders (ITB)
- ix) General Conditions of Contract (GCC)
- x) Other Documents

Works shown in the Drawing but not mentioned in the Specifications or described in the Specifications without being shown in the Drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the Drawings and described in the Specifications.

Any amendment/change order issued by Employer upon signing of formal Contract shall take precedence over respective clauses of the formal Contract and its annexures.

The higher priority interpretation shall be adopted only to the extent required to deal with an inconsistency. Specific term(s) agreed take priority over general statement(s) and terms in Contract Document created at a later date govern over terms in earlier Contract Document. Subject to foregoing, the terms of the groups of documents set out above have equal importance within their group.

1.2.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation thereof the Contract.

1.2.3 Singular and Plural: In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

1.2.4 Gender: Where the context so requires, words imparting the masculine gender shall also include the feminine gender and the neuter gender and vice versa.

1.2.5 Severability: Should any provision of this Contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provision(s)/clause(s) hereto and they shall remain binding on the parties hereto.

1.3 SPECIAL CONDITIONS OF CONTRACT:

1.3.1 Special Conditions of Contract consisting of scope of services, specification of Services & items etc. shall be read in conjunction with the General Conditions of Contract, and any other documents forming part of this Contract wherever the context so requires.

1.3.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each section/volume shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

1.3.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

1.3.4 Wherever it is mentioned in the Specifications that the Service Provider shall perform certain Service or provide certain facilities, it is understood that the Service Provider shall do so at his cost and the Value of Contract shall be deemed to have included cost of such performance and provisions, so mentioned.

1.3.5 The materials, design and services shall satisfy the relevant Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

2.0 GENERAL INSTRUCTIONS & OBLIGATIONS

2.1 FORMATION OF CONTRACT:

2.1.1 Employer will be the sole judge in the matter of award of Contract and the decision of Employer shall be final and binding.

2.1.2 The acceptance of tender will be intimated to the successful Bidder by the Employer either by Fax / E - mail /Letter or like means defined as Service Contract (SC)

2.1.3 The Contract shall come into force on the date of SC and the same shall be binding on Employer and Service Provider.

2.2 SIGNING OF AGREEMENT:

2.2.1 The successful Tenderer/Service Provider shall be required to forward their acceptance of the SC within 15 days. In the event of failure on the part of the Service Provider to furnish their acceptance within the aforesaid stipulated period, the Earnest Money Deposit or initial Security Deposit/Performance Security Deposit (as available, preferably the later) will be forfeited and Employer may consider the Contract as terminated..

2.3 ADDENDA/CORRIGENDA:

2.3.1 Addenda/ Corrigenda to the Tender Documents incorporating modification(s) and clarification(s) to the Tender Document issued prior to the due date of bid submission shall become integral part of the Contract.

2.4 SITE VISIT

The Bidder/Service Provider shall be deemed to have visited the Site(s)/work centre(s) and familiarized itself while submitting the Tender. Non-familiarity with the Site conditions by the Bidder/ Service Provider will not be considered a reason either for extra claim(s) or for any delay in performance or any other claim in this regard.

2.5 CONFLICT OF INTEREST

During the currency of Contract and after its termination, the Service Provider and its affiliates, shall be disqualified from providing any goods, works or services for any project resulting from or closely related to the Services.

2.6 ABNORMAL RATES:

The Tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and Conditions of Contract. In case, it is noticed that the rates quoted by the Tenderer for any item are unusually higher or unusually lower, it will be sufficient cause for the rejection of the tender/bid unless the Employer is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the Tenderer (on demand). In case of Abnormally High Rated (AHR) item(s), the same shall be dealt as deemed fit.

2.7 GENERAL OBLIGATIONS OF SERVICE PROVIDER:

Service Provider shall, in accordance with and subject to the terms and conditions of this Contract:

- 2.7.1 Perform the services in accordance with the Scope of Services /Specifications and Activity Schedule of the Tender Document and carry out its obligations with all due diligence and efficiency, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe methods. When completed, the job/services shall be fit for the purpose for which the services are intended as specifically defined in the Contract.
- 2.7.2 Provide all labour as required to provide the Service unless otherwise provided in the Scope of Services or Special Conditions of the Contract.
- 2.7.3 Perform all other obligations, jobs / services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for providing necessary service as per the Contract.
- 2.7.4 Be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.
- 2.7.5 Give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period/DLP as Employer may consider necessary for the proper fulfilling of Service Provider's obligations under the Contract.

- 2.7.6 Not disrupt the Services of the Employer being carried out by the Service Provider / and shall provide access for carrying out job/services to:
-Employer's personnel(s), and /or
-any other Contractor(s) / Service Provider(s) employed by Employer, and /or
-personnel of public authority(ies)/third party(ies)
- 2.7.7 Further, the Service Provider shall execute the job carefully without causing damage to the existing facility(ies) and facility(ies) of third party(ies) and in case of such happening shall immediately bring to the notice of EIC..
- 2.7.8 Further, the coordination and inspection of the day-to-day job under the Contract shall be the responsibility of the Engineer-in-Charge (EIC). The EIC or his authorized representative including any statutory authority shall at all reasonable times, have full power and authority to access and inspect the Services wherever in progress either on the Site or at the Service Provider's premises/workshops and the Service Provider shall afford or procure every facility and assistance to carry out such inspection. Such Inspection shall not release the Service Provider from any obligation under the Contract.
- 2.8 SERVICE PROVIDER'S REPRESENTATIVE & PERSONNEL:**
- 2.8.1 Service Provider shall appoint a person ("*Service Provider's Representative*") who shall be responsible for and authorized to represent it at all times during the progress of the Service and to receive and to act on any request made by Employer in the performance of the Service pursuant to the terms of this Contract.
- 2.8.2 Service Provider's Representative shall have full authority to represent and bind the Service Provider in relation to any matter concerning the Service Provider's performance of the services under the Contract and Employer shall be entitled to rely on all the decisions of the Service Provider's Representative as if they were the decisions of the Service Provider.
- 2.8.3 Service Provider's Representative shall supervise, coordinate and ensure the quality of all aspects of his obligations under this Contract. Service Provider shall not change its Representative without the prior approval of Employer.
- 2.8.4 Service Provider's Representative shall liaise with Employer for the proper coordination and timely completion of the Services and on any matter pertaining to the same.
- 2.8.5 Service Provider's Representative shall extend full cooperation to Employer's representatives/inspector in the manner required by them for supervision /inspection/ observation of equipment, material, procedures, performance, reports and records pertaining to Services.
- 2.8.6 Service Provider's Representative shall have complete charge of his personnel engaged in the performance of the Service and to ensure compliance of rules and regulations and safety practice.
- 2.8.7 If the Service Provider's Representative is found not acceptable to the EIC, the Service Provider shall, as soon as practicable, having regard to the requirement of replacing him, after receiving notice of such withdrawal, remove the representative and shall not thereafter employ him again on the Services in any capacity and shall replace him by another representative acceptable to the EIC.

2.9 SERVICE PROVIDER'S EMPLOYEES / PERSONNEL:

The Service Provider in connection with performing the Services and remedying of any defects, shall provide:

- (a) only such skilled and experienced personnel(s) in their respective areas; and
- (b) such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely fulfilling of the Service Provider's obligations under the Contract.

The Service Provider shall provide skilled / qualified /experienced personnel, if specified in the SCC /Scope of Work.

While engaging the contractual manpower, Service Provider is required to make effort to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of society also in order to have a fair representation of these sections.

2.10 CONTRACT PERFORMANCE SECURITY (CPS):

2.10.1 The Service Provider shall provide Contract Performance Security (CPS) to the Employer, within the scheduled date specified in the notification of award for an amount mentioned therein. The CPS shall be returned/refunded three months after Contract completion period and Defects Liability Period (DLP), if any. All costs associated with CPS shall be borne by the Service Provider. No charges or interest shall be payable by the Employer even if the CPS is in the form of a Demand Draft.

2.10.2 If the Service Provider or their employees /agents / representatives or Sub-Service Provider (if authorized by Employer) shall damage, break, deface or destroy any property /equipment belonging to the Employer or third party(ies) during the execution of this Contract, the same shall be made good by the Service Provider at his own expenses and in default thereof, the EIC may cause the same to be made good by other agencies and recover expenses from the Service Provider. The decision of EIC in this matter shall be final and binding on the Service Provider.

2.10.3 All compensation, claim or other sums of money payable by the Service Provider to the Employer under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Service Provider by the Employer on any account whatsoever and in the event of his CPS being reduced by reasons of any such deductions or sale of aforesaid, the Service Provider shall within ten days thereafter make good in form of bank draft(s)/BG (as the case may be) as aforesaid any sum or sums which may have been deducted from or realised by encashment of his CPS, or any part thereof. The Service Provider shall pay to the Employer on demand without protest any balance remaining due. In this regard no interest shall be payable by the Employer to Service Provider for such sum deposited as CPS.

2.10.4 The CPS deposit shall cover the entire Contract value including extra jobs/ services. As long as the CPS submitted at the time of award take care the extra jobs/ services executed and total executed value are within the awarded Contract price, there is no need for additional CPS . As soon as the total executed value is likely to exceed the ceiling of awarded Contract Value, the Service Provider should furnish additional CPS through DD or submit amendment to existing BG to effect the enhancement of CPS.

2.10.5 Failure of the successful bidder to comply with the requirements of Clause 2.10 shall constitute sufficient grounds for the annulment of the award, the forfeiture of CPS and any other actions or remedies available to the Employer.

2.11 FAILURE BY THE SERVICE PROVIDER TO COMPLY WITH THE PROVISIONS OF THE CONTRACT:

2.11.1 If the Service Provider refuses or fails to provide the Service or any part thereof with such diligence as will ensure its performance within the time specified in the Contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the Contract it shall be open to the Employer at its option by written notice to the Service Provider:

a) TO DETERMINE THE CONTRACT in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Employer on that behalf, whereupon the Service Provider shall stop forthwith any of the Service then in progress, except such Service as the Employer may, in writing, require to be done to safeguard any property or work or installations from damage, and the Employer, for its part, may take over the Service remaining unfinished by the Service Provider and complete the same through another service provider or by other means, at the risk and cost of the Service Provider, and any of his sureties if any, shall be liable to the Employer for any excess cost occasioned by such service having to be so taken over and obtained by the Employer over and above the cost at the rates specified in the schedule of quantities and rate/prices.

WITHOUT DETERMINING THE Contract to take over the Service of the Service Provider or any part thereof and complete the same through other service provider or by other means at the risk and cost of the Service Provider. The Service Provider and any of his sureties are liable to the Employer for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such services having been taken over and completed by the Employer.

2.11.2 In such events of Clause 2.11.1(a) or (b) above, the following shall be applicable:-

a) The whole or part of the Contract Performance Security furnished by the Service Provider is liable to be forfeited without prejudice to the right of the Employer to recover from the Service Provider the excess cost referred to in the sub-clause aforesaid. The Employer shall also have the right of taking possession and utilising in completing the services or any part thereof, such as materials, equipment and plants available at service site belonging to the Service Provider as may be necessary and the Service Provider shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

b) The amount that may have become due to the Service Provider on account of service already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract or from the taking over of the Service or part thereof by the Employer as the case may be, during which period the responsibility for faulty material or workmanship in respect of such service shall, under the Contract, rest exclusively with the Service Provider. This amount shall be subject to deduction of any amounts due from the Contract to the Employer under the terms of the Contract authorised or required to be reserved or retained by the Employer.

2.11.3 Before taking any action as per Clause 2.11.1(a) or (b) if in the judgment of the Employer, the default or defaults committed by the Service Provider is/are curable and can be cured by the Service Provider if an opportunity given to him, then the Employer may issue Notice in writing calling the Service Provider to cure the default within such time specified in the Notice.

2.11.4 The Employer shall also have the right to proceed or take action as per 2.11.1(a) or (b) above, in the event that the Service Provider becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favour of his creditors or any other person(s) or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the Employer to give any prior notice to the Service Provider.

2.11.5 Termination of the Contract as provided for in sub- clause 2.11.1(a) above shall not prejudice or affect their rights of the Employer which may have accrued upto the date of such termination.

2.12 SERVICE PROVIDER REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 2.11

If in any case in which any of the powers conferred upon the Employer by clause 2.11 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Service Provider for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the Service Provider for past and future compensation shall remain unaffected. In the event of the Employer putting in force the power under above sub-clause 2.11 (a) or 2.11 (b) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools and plants, materials and stores at the site thereof belonging to the Service Provider or procured by him and intended to be used for the execution of the Service or any part thereof paying or allowing for the same in account at the Contract rates or in case of these not being applicable, at current market rates to be certified by the EIC whose certificate thereof shall be final, otherwise the EIC may give notice in writing to the Service Provider or Service Provider's Representatives requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice).

Failure of any action by the Service Provider for removal of material/tools/plant/store etc. within the period mentioned in notice of EIC, the Employer shall also be entitled to recover handling and storage charges @5% of the estimated value of material tools/plant/store for each month or part of a month without relieving the Service Provider from any other related liability.

In the event of the Service Provider's failure to remove the same within a period of 6 months or as decided by the EIC, the EIC may take action for removal through auction or private sale on behalf of the Service Provider and at his risk in all respects. The Service Provider shall be liable to pay the Employer the handling & storage charges per month or a part of the month from the date of serving the notice by the EIC to the date of removal of the materials by the Employer plus overhead charges @ 15% of sale value of such materials. In case of negative or zero sale value, the overhead charges shall be applicable on the handling & storage charges. The decision of EIC w.r.t. such removal and the amount of the proceeds shall be final and binding on the Service Provider.

2.13 CHANGE IN CONSTITUTION:

Where the Service Provider is a partnership firm, the prior approval of the Employer shall be obtained in writing, before any change is made in the constitution of the firm. Where the Service Provider is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such Service Provider enters into any agreement with other parties, where under, the reconstituted firm would have the right

to carry out the service hereby undertaken by the Service Provider. In either case if prior approval as aforesaid is not obtained, the Contract shall be deemed to have been allotted in contravention of clause 2.20 hereof.

2.14 TERMINATION OF CONTRACT:

2.14.1 TERMINATION OF CONTRACT FOR DEATH

If the Service Provider is an individual or a proprietary concern and the individual or the proprietor dies or if the Service Provider is a partnership concern and one of the partners dies then unless, the Employer is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the Employer is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased Service Provider and/or to the surviving partners of the Service Provider's firm on account of the cancellation of Contract. The decision of the Employer/EIC in such assessment shall be final & binding on the parties. In the event of such cancellation, the Employer shall not hold the estate of the deceased Service Provider and/or the surviving partners of Service Provider's firm liable for any damages for non-completion of the Contract.

2.14.2 TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY, ETC.

If the Service Provider shall 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, Employer shall be at liberty to terminate the Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Service Provider or to give the Receiver or Liquidator or other person, the option of carrying out the Contract subject to his providing a guarantee up to an amount to be agreed upon by the Employer for due and faithful performance of the Contract.

2.14.3 TERMINATION OF CONTRACT FOR CORRUPT / FRAUDULENT / COLLUSIVE / COERCIVE PRACTICES AND NON-PERFORMANCE

If the Bidder/Service Provider is found to have indulged in Corrupt/Fraudulent/Collusive/Coercive practices, the Contract shall be terminated and the Bidder/Service Provider shall be banned for future business with IREL.

2.14.4 TERMINATION FOR CONVENIENCE

Notwithstanding anything contained in the Contract, the Employer may, by 30 (Thirty) days written notice, terminate the Contract in whole or in part.

In case of such termination, the obligation of the Employer to pay, shall be limited to the extent of work/job completed by the Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract.

Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

2.15 AMOUNT PAYABLE IN CASE OF TERMINATION:

In all cases of termination herein set forth, the obligation of the Employer to pay, shall

belimited to the extent of service rendered by Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

2.16 MEMBERS OF THE EMPLOYER NOT INDIVIDUALLY LIABLE:

No Director, or official or employee of the Employer shall in any way be personally bound or liable for the acts or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

2.17 EMPLOYER NOT BOUND BY PERSONAL REPRESENTATIONS:

2.17.1 The Service Provider shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

2.18 FORCE MAJEURE:

2.18.1 Force majeure is an event beyond the control of contractor and not involving the contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser/contractor either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes or any other event which IREL may deem fit to consider so. The decision about force majeure shall rest with IREL which shall be final and binding.

2.18.2 If there is delay in performance or other failures by the contractor to perform obligations under its contract due to event of a Force Majeure, the Service Provider shall not be held responsible for such delays/failures.

2.18.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the EMPLOYER in writing, the Service Provider shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.18.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding 120 days, IREL may at its option terminate the contract without any financial repercussion on either side.

2.19 LIQUIDATED DAMAGES FOR DELAYED EXECUTION OF CONTRACT:

If the Service Provider fails to perform the services within the time period(s) specified in the CONTRACT, the EMPLOYER shall, without prejudice to his other remedies under the CONTRACT, levy Liquidated damages from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

Deductions shall apply as per following formula:

Half percent (0.5%) of the contract value per week of delay subject to a maximum of ten percent (10%) of contract value.

EMPLOYER may deduct the amount so payable by Service Provider, from any amount falling due to the Service Provider or by recovery against the Performance Guarantee. Both Service Provider and EMPLOYER agree that the above percentages of price reduction are genuine pre-estimates of the loss/damage which the EMPLOYER would have suffered on account of delay/breach on the part of the Service Provider and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the EMPLOYER in the matter of applicability of price reduction shall be final and binding.

2.20 ASSIGNMENT/SUBLET:

2.20.1 The Service Provider shall not, save with previous written consent of the Engineer-in-charge, sublet, transfer or assign the Contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Contract.

2.20.2 The basic scope of Services cannot be sublet. However, on specific request of the Service Provider and subject to written consent of Employer, the Service Provider may sublet allied/incidental jobs related to the Services. Such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Contract and Service Provider shall be fully responsible for the Services hereunder and the execution and performance of the Contract.

2.20.3 Sub-letting of whole Contract is prohibited. An undertaking to this effect will be given by Service Provider along with each invoice/ bill.

2.21 DELAYS BY EMPLOYER OR HIS AUTHORISED REPRESENTATIVE:

2.21.1 In case the Service Provider's performance is delayed due to any act or omission on the part of the Employer or his authorized Representative, then the Service Provider shall be given due extension of time for the completion of the Service, to the extent such omission on the part of the Employer has caused delay in the Service Provider's performance of his Services.

2.21.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Employer reserves the right to seek indulgence of Service Provider to maintain the agreed Time Schedule of Completion. In such an event the Service Provider shall be obliged to provide Service for additional time beyond stipulated time including Off-days / Holidays or by enhancing resources to achieve the completion date/interim targets.

2.22 NO WAIVER OF RIGHTS:

2.22.1 None of the terms and conditions of this Contract shall be deemed waived by either party unless such waiver is executed in writing by the duly authorized representative of both the parties.

2.23 CERTIFICATE NOT TO AFFECT RIGHT OF EMPLOYER AND LIABILITY OF SERVICE PROVIDER:

2.23.1 No interim payment certificate(s) issued by the EIC of the Employer, nor any sum paid on account by the Employer, nor any extension of time for execution of the service granted by Employer shall affect or prejudice the rights of the Employer against the Service Provider or relieve the Service Provider of his obligations for the due performance of the Contract,

or be interpreted as approval of the Service done and no certificate shall create liability for the Employer to pay for alterations, amendments, variations or additional services not ordered, in writing, by Employer or discharge the liability of the Service Provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Employer.

2.24 LANGUAGE AND MEASURES:

2.24.1 All documents pertaining to the Contract including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions or any other writing shall be written in English/Hindi language. The Metric System of measurement shall be used in the Contract unless otherwise specified.

2.25 RELEASE OF INFORMATION:

The Service Provider shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Service under this Contract or description of the site dimensions, quantity, quality or other information concerning the Service unless prior written permission has been obtained from the Employer.

2.26 COMPLETION PERIOD, CONTRACT PERIOD AND COMPLETION OF CONTRACT:

The Completion Period of Service and Contract Period shall be as mentioned in Special Conditions of Contract. Unless terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed at the expiration of the Defect Liability Period as provided for under the Contract.

2.27 INDEPENDENT CAPACITY

The parties intend that an independent Service Provider relationship will be created by this Contract. The Service Provider and his/her employees or agents performing under this Contract are not employees or agents of the Employer. The Service Provider will neither hold himself/herself out as nor claim to be an officer or employee of the Employer by reasons hereof, nor will the Service Provider make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of work will be solely with the Service Provider.

2.28 NOTICE

2.28.1 TO THE SERVICE PROVIDER: Any notice to be given to the Service Provider or his duly authorised representative at the job Site under the terms of the Contract may be served by the Employer by facsimile / e-mail or through registered post/Courier at the address/contact information furnished by the Service Provider. Proof of issue of any such notice could be conclusive of the Service Provider having been duly informed of all contents therein.

2.28.2 TO THE EMPLOYER: Any notice to be given to the EIC of the Employer under the terms of the Contract may be served by the Service Provider, by facsimile / e-mail or delivering the same through registered post /Courier at the concerned site office.

2.28.3 Either party may change a nominated address to another address in the country where the Services are being provided by prior notice to the other party, with a copy to EIC and the EIC may do so by prior notice to both the parties. The decision of EIC in this regard shall be final and binding on the parties.

2.29 CONFIDENTIALITY:

The Service Provider, its Sub-Service Provider and their personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information related to Service/project, this Contract, or Employer's business or operations without the prior written consent of the Employer.

2.30 INTELLECTUAL PROPERTY RIGHT:

The Service Provider shall retain the copy right and other intellectual property rights in the Service Provider's document and other design documents made by (or on behalf of) the Service Provider.

Subject to the confidentiality obligations, by signing the Contract, within the Contract Price, the Service Provider shall be deemed to give to the Employer a non-terminable, transferable, non-exclusive and royalty-free right to copy, use and communicate the Service Provider's documents for the operation, maintenance, repair of the Service and Statutory purposes, but not for any other purpose. Such documents of the Service Provider shall not be used, copied or communicated to a third party by or on behalf of the Employer for the purposes other than those permitted, without the Service Provider's Consent.

3.0 PERFORMANCE OF SERVICE

3.1 EXECUTION OF SERVICES:

3.1.1 All Services shall be provided in strict conformity with the provisions of the Contract Documents and with such explanatory detailed specification and instruction as may be furnished from time to time to the Service Provider by EIC. The Service Provider shall undertake to perform all Services under this Contract with all reasonable skill, diligence and care in accordance with sound industry practice or international / national standards, wherever applicable (as the case may be) to the satisfaction of the Employer and accept full responsibility for the satisfactory quality of such services as performed by them.

3.2 CHANGES IN SERVICES:

3.2.1 During the performance of the Services, EIC / Employer may make a change in the Services within the general scope of this Contract including, but not limited to, changes in methodology and minor additions to or deletions from the Services and Service Provider shall render the service as changed. Changes of this nature will be affected by a written order (i.e. Amendment) by the Employer. The time of completion of the said job may be extended for the part of the particular job at the discretion of Engineer-In-Charge, for only such alterations or substitutions of the Services, as he may consider just and reasonable.

3.2.2 If any change result in an increase in compensation payable to Service Provider or in terms of a credit to be passed on to Employer, Service Provider shall submit to EIC an estimate of the amount of such compensation or credit in a form prescribed by Employer. Such estimates shall be based on the rates shown in the Schedule of Rates. Upon review of Service Provider's estimate, Employer shall establish and set forth in the written order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change.

3.3 ACTION AND COMPENSATION IN CASE OF POOR SERVICE:

If it shall appear to the EIC that any service has been rendered with unsound, imperfect or unskilled way, or with materials /manpower of any inferior description, or that any materials / manpower provided by the Service Provider for the execution of the Service are unsound,

or of a quality inferior to that Contracted for, or otherwise not in accordance with the Contract, the Service Provider shall on demand in writing from the EIC or his authorized representative specifying the Service, materials or manpower complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify the service so specified and at his own cost.

3.4 SUSPENSION OF SERVICES:

3.4.1 Subject to the provisions of sub-para 3.4.2 of this clause, the Service Provider shall, if ordered in writing by the EIC, temporarily suspend the Services or any part thereof for such written order and not proceed with the Service therein ordered to be suspended until, he shall have received a written order to proceed therewith. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Services aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the Services as aforesaid will be granted to the Service Provider should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the Service Provider.

3.4.2 In case of suspensions of entire Service, ordered in writing by EIC, for a period of more than two months, the Service Provider shall have the option to terminate the Contract.

3.5 DEFECTS LIABILITY PERIOD:

3.5.1 The Service Provider unless otherwise specified elsewhere in the tender document shall guarantee the installation/Service for a period of 12 months/ (any period as specified) from the date of completion of Service mentioned in the Completion Certificate issued by the EIC. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the Service Provider at his own expense as deemed necessary by the EIC. In case of default, the EIC may carry out such services by other service provider(s) and deduct actual cost incurred towards labour, supervision and materials consumables from any sums that may then be or at any time thereafter, become due to the Service Provider or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof. The decision of EIC in this regard shall be final and binding.

3.5.2 If the Service Provider feels that any variation in Service or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the EIC in writing. If during the period of liability any portion of the Service/Equipment, is found defective and is rectified/ replaced, the period of liability of 12 months for such equipment/ portion of Service shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of Service/ Equipment only. However, in no such case extension will exceed 24 months from the date of initial DLP. Notwithstanding the above provisions the supplier's, guarantees/warrantees for the replaced/rectified Equipment/Service shall also be passed on to the Employer.

3.6 LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider to Employer under the Contract shall not exceed the Total Contract Value, except that this clause shall not limit the liability of the Service Provider for following:

- (a) In the event of breach of any Applicable Law;

- (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross Negligence of the Service Provider or any person acting on behalf of the Service Provider; or
- (c) In the event of acts or omissions of the Service Provider which are contrary to the most elementary rules of diligence which a conscientious Service Provider would have followed in similar circumstances; or
- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- (e) For any damage to any third party, including death or injury of any third party caused by the Service Provider or any person or firm acting on behalf of the Service Provider in executing the Works/Services.

However, neither party shall be liable to the other Party for any indirect nor consequential loss or damage like loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

3.7 INDEMNITY:

If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the Employer, for the failure, omission or neglect on the part of the Service Provider to perform any acts, matters, covenants or things under the Contract, or damage or injury caused by the alleged omission or negligence on the part of the Service Provider, his agents, representatives or his Sub- Service Provider's, or in connection with any claim based on lawful demands of Sub-Service Provider's servicemen suppliers or employees, the Service Provider, shall in such cases indemnify and keep the Employer and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

3.8 DAMAGES TO PROPERTY, ANY PERSON AND THIRD PARTY

- i) Service Provider shall be responsible for making good to the satisfaction of the Employer any loss or any damage to structures and properties belonging to the Employer or being executed or procured or being procured by the Employer or of other agencies within in the premises of the Employer, if such loss or damage is due to fault and/or the Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representatives or Sub-Service Providers.
- ii) The Service Provider shall take sufficient care in moving his equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the Employer or any third party including overhead and underground cables and in the event of any damage resulting to the property of the Employer or of a third party during the movement of the aforesaid equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the Employer or ascertained or demanded by the third party shall be borne by the Service Provider. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.
- iii) The Service Provider shall indemnify and keep the Employer harmless of all claims for damages to property other than Employer's property arising under or by reason of this agreement, if such claims result from the fault and/or Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents,

representative of Sub-Service Provider.

4.0 PAYMENT, INSURANCE AND TAXES

4.1 DEDUCTION FROM THE CONTRACT PRICE:

4.1.1 All costs, damages or expenses which Employer may have paid or incurred, which under the provisions of the Contract, the Service Provider is liable to pay to the Employer. All such claims shall be claimed by the Employer from the Service Provider regularly as and when they fall due. Such claims shall be paid by the Service Provider within 15 (fifteen) days of the receipt of the corresponding bills/ claims and if not paid by the Service Provider within the said period, the Employer may, then, deduct the amount from any immediate moneys due to the Service Provider like R.A Bills, Final Bills, Contract Performance Security or any payment becoming due to the Service Provider under the Contract or may be recovered by actions of law or otherwise, if the Service Provider fails to satisfy the Employer of such claims.

4.2 SCHEDULE OF RATES AND PAYMENTS:

4.2.1 SERVICE PROVIDER'S REMUNERATION:

The price to be paid by the Employer to Service Provider for the whole of the Service to be done and for the performance of all the obligations undertaken by the Service Provider under the Contract Documents shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the Services actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (except only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the Service Provider under the Contract and no further or other payment whatsoever shall be or become due or payable to the Service Provider under the Contract.

4.2.2 SCHEDULE OF RATES TO BE INCLUSIVE:

The prices/rates quoted by the Service Provider shall remain firm till the issue of Final Certificate and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in rendering the services to the Employer by the Service Provider. The Service Provider shall be deemed to have known the nature, scope, magnitude and the extent of the service though the Contract Document may not fully and precisely furnish/specify them. The Tenderer shall be deemed to include the requisite services as may be required to complete the Services properly including remedying of any defect therein.

4.2.3 SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.:

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary work (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores & appliances and such other items / equipments / materials as required for carrying out the services by the Service Provider and all other matters in connection with each item in the Schedule of Rates and the execution of the Service or any portion thereof finished, complete in every respect and maintained as shown or described in the Contract Documents or as may be ordered in writing during the continuance of the Contract.

4.2.4 SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:

The Schedule of Rates (i.e., Value of Contract) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the Service, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the Service and shall include an indemnity to the Employer which the Service Provider hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use in the Service of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use for Services shall be borne by the Service Provider.

4.2.5 SCHEDULE OF RATES TO COVER TAXES AND DUTIES:

No exemption or reduction of Customs Duties, GST, Works Contract Tax or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), entry tax, whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates, unless mentioned specifically elsewhere in the Tender Document. The Service Provider shall also obtain and pay for all permits/licenses or other privileges necessary to complete the Service.

4.2.6 SCHEDULE OF RATES TO COVER RISKS OF DELAY:

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the Service Provider's conduct/ performance of Services which occurs from any causes including orders of the Employer in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

4.2.7 SCHEDULE OF RATES CANNOT BE ALTERED:

For Service under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of services or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the Service Provider and agreed to by the Employer and cannot be altered. For lumpsum Contracts, the payment will be made according to the Service actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of Service provided and preparing running account bill. Payment for any additional Service which is not covered in the Schedule of Rates shall only be released on issuance of Amendment to LOA/Contract by the Employer.

4.3 PROCEDURE FOR BILLING OF SERVICES:

4.3.1 BILLING PROCEDURE:

Following procedures shall be adopted for billing of services executed by the Service Provider.

The Bill(s) complete in all respect with details and enclosure(s) is to be submitted by Service Provider in line with terms of the Contract. Employer shall make all endeavor to release payments of undisputed amount of the bills submitted within 30 (Fifteen) days from the date of receipt of Bills by the Engineer-in-Charge.

4.3.2 MODE OF MEASUREMENT:

The payment shall be made based on the mode of measurement as specified in the Contract. Otherwise, the mode of measurement shall be adopted as per latest Indian Standard Specifications.

4.4 NOTICE OF CLAIMS FOR ADDITIONAL PAYMENTS:

4.4.1 Should the Service Provider consider that he is entitled to any extra payment for any extra/additional Job(s)/Service(s) or material change in original Specifications carried out by him in respect of job, he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment. Such notice shall be given to the Engineer-in-Charge upon which Service Provider bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the Contract to the contrary, the Service Provider must intimate his intention to lodge claim on the Employer within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the Service Provider will lose his right to claim any compensation/ reimbursement/ damages etc.. Failure on the part of Service Provider to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by Employer to reject any such claim and no delay in dealing therewith shall be waiver by Employer of any of these rights in respect thereof.

4.4.2 Engineer-in-Charge shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, Service Provider shall be obliged to carry on with the Jobs/services during the period in which his claims are under consideration by the Employer, irrespective of the outcome of such claims, where additional payments for Services considered extra are justifiable in accordance with the Contract provisions, Employer shall arrange to release the same in the same manner as for normal job payments. Such of the extra services so admitted by Employer shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the Contract. The rates for extra services shall generally be the unit rates provided for in the Contract. In the event unit rates for extra services so executed are not available as per Contract, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for Services executed shall be derived by interpolation/ extrapolation of unit rates already existing in the Contract. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra service claim(s) of Service Provider, the decision of Engineer-in-Charge shall be final and binding on the Service Provider.

4.5 INSURANCE:

4.5.1 Service Provider shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the Service Provider under this Contract in respect of its personnel deputed under this Contract as well as Service Provider's equipment, tools and any other belongings of the Service Provider or their personnel during the entire period of their engagement in connection with this Contract. Employer will have no liability on this account. The Personnel covered must be covered to meet the liability under Employee Compensation Act.

4.5.2 The provisions of this Clause shall in no way limit the liability of the Service Provider under the Contract.

4.5.3 If the Service Provider neglects, fails, or refuses to obtain or maintain insurances required to be effected, or fails to provide certification etc., the Employer has the right to procure

and maintain policies at Service Provider's expense plus administrative cost of 10% of the amount of Insurance premium.

4.5.4 INSURANCE TYPES:

Service Provider shall at all time during the currency of the Contract provide, pay for and maintain the following insurance amongst others:

- a. Employee Compensation and Employer's common law liability insurance covering liability to employees of the Service Provider under the laws of their place of employment or place of injury, arising out of injury sustained in connection with any of the services. This insurance will be extended where submitted by law, to indemnify the Employer against any statutory liability which it may incur towards injured employees of the Service Provider. A proof of the same should be submitted to EIC for liability in line with Employees Compensation Act.
- b. General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Service Provider required to fulfill the provisions under this Contract.
- c. Service Provider's Equipment/Materials/Goods used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- d. Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.

4.5.5 Service Provider shall obtain additional insurance or revise the limits of existing insurance as per Employer's request in which case additional cost shall be to Service Provider's account. Further, the Service Provider shall ensure the adequacy of Insurance at all time in accordance with the nature of the Service(s), terms of the Contract and Statutory requirements.

4.5.6 CERTIFICATE OF INSURANCE:

Before commencing performance of the services, Service Provider shall on request furnish EIC/Employer with certificates of insurance indicating:

- i) type and amounts of insurance as required herein;
- ii) insurance company or companies carrying the aforesaid coverage;
- iii) effective and expiry dates of policies;
- iv) that the Employer may give advance notice for any material change in the policy. waiver of subrogation endorsement has been attached to all policies; and
- v) the territorial limits of all policies.

4.5.7 If any of the above policies expire or are cancelled during the terms of the service, and Service Provider fails for any reason to renew such policies, the Employer may replace same and recover the charges towards premium plus administrative charges from Service Provider. Should there be a lapse in any insurance required to be carried out by the Service Provider hereunder for any reason, losses & penalty, if any resulting there from shall be to the sole account of the Service Provider.

4.5.8 Service Provider shall require all its Sub-Service Providers to provide such foregoing insurance cover as the Service Provider is obligated to provide under the Contract.

4.5.9 WAIVER OF SUBROGATION: All insurance policies of the Service Provider with respect to the operations conducted hereunder, shall be endorsed by the underwriter in accordance with the following policy wording: "The insurers hereby waive their rights of subrogation against any individual, Employer, affiliates or assignees for whom or with

whom the assured may be operating to the extent of the Contractual indemnities undertaken by the Service Provider”.

4.5.10 Deductible: That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the Service Provider.

4.6 TAXES AND DUTIES:

4.6.1 The Service Provider, unless specified otherwise elsewhere in the Contract agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including GST now or hereafter imposed, increased, modified from time to time in respect of Services and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Service Provider and the Service Provider shall be responsible for the compliance of all Sub-Service Providers, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. Service Provider further agrees to defend, indemnify and hold Employer harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Service Provider or Sub- Sub-Service Provider of such laws, suits or proceedings that may be brought against the Employer arising under, growing out of, or by reason of the service provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

4.6.2 Service Provider shall ensure timely submission of correct invoice(s) with all required supporting document(s) as per Contract within a period specified in Contracts to enable Employer to avail Input Tax Credit.

If Input Tax credit with respect to GST is not available to Employer for any reason which is not attributable to Employer, then Employer shall not be obligated or liable to pay or reimburse GST charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such GST together with all penalties and interest if any, against any amounts paid or payable by Employer to Service Provider.

4.6.3 Where Employer has the obligation to discharge tax liability under reverse charge mechanism and Employer has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per rules (as amended from time to time) for any reason which is not attributable to Employer or Input Tax credit with respect to such payments is not available to Employer for any reason which is not attributable to Employer, then Employer shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by Employer to Service Provider.

4.7 INCOME TAX:

Income Tax deduction shall be made from all payments of the Service Provider as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time.

4.8 STATUTORY VARIATIONS:

4.8.1 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Jobs/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the due date of submission of Bid for this Contract shall be to Service Provider's account. Any increase / decrease in such duties, taxes after the due date of submission of bid but within the Contractual completion date as stipulated in the Contract will be to the account of Employer subject to submission of documentary proof to the satisfaction of Employer.

4.8.2 Any increase in the duties and taxes after the Contractual completion period will be to the Service Provider's account, where delay in completion /mobilization period is attributable to the Service Provider and the taxes & duties are not cenvatable (i.e. Input Tax Credit (ITC) not available). In case of applicability of ITC / cenvatable taxes & duties, payment shall be made as per the prevailing rates during the currency of the Contract. However, any benefit of decrease in duties and taxes after the Contractual completion will be passed on to the Employer.

In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or PublicBody which becomes effective after the due date of submission of Bid for this Contract but within the Contractual completion period (including extended period allowed due to reasons attributed to Employer) and which results in increased cost of the jobs/services under the Contract through increased liability of taxes, (other than personnel and Corporate taxes), duties, the Service Provider shall be indemnified for any such increased cost by the Employer subject to the production of documentary proof to the satisfaction of the Employer to the extent which directly is attributable to such introduction of new egislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by Employer.

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

LAWS, HEALTH, SAFETY & ENVIRONMENT

5.0 LABOUR LAWS:

- i) No labour below the age of 18 (eighteen) years shall be employed on the Job.
- ii) The Service Provider shall not pay less than what is provided under law to labourers engaged by him on the Job.
- iii) The Service Provider shall at his expense comply with all labour laws and keep the Employer indemnified in respect thereof.

- iv) The Service Provider shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the Service Provider is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Job under the Contract. Such fee/deposit shall be borne by the Service Provider.
- vi) The Service Provider shall employ labour in sufficient numbers either directly or through Sub- Service Provider's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract while also ensuring that workman is not stressed due to long hour of working and to the satisfaction of the EIC.
- vii) The Service Provider shall furnish to the EIC the distribution return of the number and description, by trades of the service people employed on the services. The Service Provider shall also submit to the EIC a true statementshowing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused bythem and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.
- viii) The Service Provider shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. EmployersLiability Act 1938. Servicemen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relatingthereto and rules made thereunder from time to time.
- ix) The EIC shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Service Provider any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- x) The Service Provider shall indemnify the Employer against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his Sub-Service Provider's.

5.1 SAFETY REGULATIONS:

- i) In respect of all labour, directly employed in the Service for the performance of Service Provider's part of this agreement, the Service Provider shall at his own expense arrange for all the safety provisions as per safety codes of acts as applicable.
- ii) The Service Provider shall observe and abide by all fire and safety regulations of the Employer. Before starting service, Service Provider shall consult with Employer's safety Engineers or EIC and must make good to the satisfaction of the Employer any loss or

damage due to fire to any portion of the service done or to be done under this agreement or to any of the Employer's existing property.

5.2 FIRST AID AND INDUSTRIAL INJURIES:

- i) Service Provider shall maintain first aid facilities for its employees and those of its Sub-Service Provider.
- ii) Service Provider shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Employer prior to start and their telephone numbers shall be prominently posted in Service Provider's field office.
- iii) All critical industrial injuries shall be reported promptly to Employer, and a copy of Service Provider's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer.

5.3 GENERAL RULES:

- 5.4.1 Smoking within the battery area, tank farm, dock limits or any such area identified by EIC or mentioned in SCC or any guideline, is strictly prohibited. Violators of the no smoking rules shall be discharged immediately after imposing the applicable penalty(ies). Decision of EIC in the matter shall be final and binding on the Service Provider.

5.4 CARE IN HANDLING INFLAMMABLE GAS:

- 5.5.1 The Service Provider has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the Employer.

5.5 PRESERVATION OF PLACE:

- 5.6.1 The Service Provider shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his worker / personnel employed for the services and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the Site. In the event of the Employer requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of services, the expenses thereof shall be borne by the Service Provider and if paid by the Employer shall be recoverable from the Service Provider.

5.6 ENVIRONMENT:

- 5.7.1 Employer acknowledges their commitment to conduct their respective operations in a manner which not only complies with all relevant environmental protection and pollution control legislation but also such operations do not cause environmental damage or pollution and in a manner which acknowledges other cultural and associated considerations. In recognition of this commitment, the Service Provider shall perform the services in such a way as to avoid or minimize environmental damage or pollution and fully recognize the special aspects of the environment as communicated by Employer or as applicable. Service Provider shall comply with, and the Service Provider shall ensure compliance with all applicable environmental protection and pollution control legislation as it relates to the services.

RESOLUTION OF DISPUTES/ ARBITRATION:

- 6.1 The EMPLOYER and the CONTRACTOR shall make every effort to resolve amicably by direct informal, good faith negotiations any disagreement or dispute arising between them

under or in connection with the Contract.

6.2 If, after thirty days from the commencement of such informal, good faith negotiations, the EMPLOYER and the CONTRACTOR have been unable to resolve the disagreement or dispute, the same shall be referred for resolution as per the formal mechanism as specified hereunder shall be applicable.

6.3 LEGAL CONSTRUCTION: The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being.

6.4 ARBITRATION:

a) All disputes and differences of any kind whatsoever arising out of or in connection with the contract or carrying out of the works (whether during the course of works or after their completion and whether before or after determination, abandonment or breach of contract) shall be referred to and settled by the person authorized and notified in writing by IREL who shall state his decision in writing. Such a decision may be in the form of a final certificate or otherwise and shall be made within a period of 30 days from the date of receipt of such reference to them.

b) If the CONTRACTOR is dissatisfied with the decision of such authorized person, then he may within 30 days of receipt of such decision send a written appeal to PURCHASER, represented by the Chairman and Managing Director at the registered office, Mumbai for the same to be referred to Arbitration by a Sole Arbitrator to be appointed by mutual consent and after due approval of CMD, IREL. The Arbitration proceedings shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996. It is made clear that this Arbitration Clause shall be applicable to any and all disputes and differences between the Parties arising out of and/or relating to this CONTRACT and the Parties shall be bound to refer the same to arbitration in accordance with the procedure contemplated herein.

c) If the period of 30 days under Clause (b) has expired at any stage, stipulated in the preceding paras without any response from the CONTRACTOR before such expiry, the CONTRACTOR is deemed to have communicated his satisfaction to the decision of IREL at the relevant stage and all his rights of further appeal or as the case may be, adjudication are deemed to have been waived once and for all.

d) The seat of arbitration will be at Mumbai and the language thereof shall be English.

e) Notwithstanding the invocation, commencement and/or pendency any dispute resolution proceedings under this Clause including arbitration under Clause 6.4, the CONTRACTOR shall continue to be bound by the provisions of the CONTRACT, if not terminated by the EMPLOYER, and shall be obligated to discharge its obligations under the CONTRACT including continuation of the WORK under the CONTRACT.

f) The CONTRACTOR shall not in any way delay or default or cause to delay or default the carrying out of the works by reason of the fact that any matter has been agreed to be referred to and / or referred to dispute resolution under Clause 6.3 including Arbitration under Clause 6.4.

6.5 JURISDICTION:

The courts only at Mumbai shall, subject to Arbitration Clause, have exclusive jurisdiction to deal with and decide any matter arising out of this contract.

**FORMAT FOR CORRESPONDENCE WITH BIDDERS ON
“ Ethics in tendering & other business dealings”**

Dear Sir,

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

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

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

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

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

Thanking you,

For IREL (India) Limited

Name -----
Designation -----

Date

**FORMAT FOR UNDERTAKING TO BE SUBMITTED BY BIDDERS FOR ADOPTING
ETHICAL PRACTICES**

Date:

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

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

I / We agree and undertake:

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

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

Signature.....

Name.....

Title.....

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

Tender Acceptance Letter

(To be given on Company Letter Head)

Date:

To,

**GM -Technical & I/c Purchase
IREL (India) Limited
Corporate Office Mumbai
PLOT NO. 1207, VEER SAVARKAR MARG
NEAR SIDDHIVINAYAK TEMPLE
PRABHADEVI
MUMBAI-400028**

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender/Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely:

GeM Portal as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to ____ (including all documents like annexure(s), schedule(s), drawings etc.), which form part of the contract and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken in to consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality/ entirety and agreed

5. I/We do hereby declare that our Firm has not been blacklisted/debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**FORMAT FOR CERTIFICATE FROM PRACTICING CHARTERED ACCOUNTANT FOR
ELIGIBLE WORKS**

Certificate from the practicing chartered accountant

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

The total fees received by the Bidder for the supply/work is

We further certify that the said supply/work was completed on (date).

Name of the audit firm:

Seal of the audit firm:

Date:

License/registration no:

UDIN NO.

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

Signature of Authorised Signatory with seal

Particulars of the bidder

Sl. No	Particulars	Details
1	Name of Bidder Legal status (e.g., incorporated private company, unincorporated business, partnership etc.): Date of incorporation and/ or commencement of business Brief details about main line of business.	
2	Bank details: - The payments to be released from IREL will be made through e-payments. The contractor has to provide the following details: Beneficiary name: Account Number: Name of the bank: IFSC: Nature of Account (Savings/Current/CC/OD): Branch Code	
3	Particulars of the Authorized Signatory of the Bidder Name Designation Company Address Telephone Number Email address	
4	GST and PAN no details:	

Requirement details of tender documents

Note: The complete bid document submitted by the bidder as technical bid (Part 1) shall be duly numbered in each page. Based on the numbering done, the following table should be filled up by the bidder.

Sl. No.	Required Documents	(bidder should correctly fill the following column)	(Indicate page number of the bid document where related information is shown/available, so that it can be verified by IREL)
1.0	<ol style="list-style-type: none"> 1. Incorporation certificate of the firm. 2. Chartered Accountant certified copies of balance sheet and profit and loss statement for last three financial years (as per PQ) 3. Copies of work order and satisfactory completion certificate of facility management services in any Organisations 4. Valid ESIC registration certificate. 5. Valid EPFO registration certificate. 6. Valid ISO certification. 7. Address proof of having functional office in Bhopal 		
2.0	Particulars of the bidder		
3.0	Annexures I to VII		
4.0	Earnest Money Deposit (EMD)		
5.0	Bidder has to agreed to Supply consumables, fertilizers, PPEs, uniforms etc as mentioned in the tender.		
	Bidder has understood the complete scope of of work and agreed to supply consumables, Fertilizers, PPEs, uniforms etc as mentioned in the tender.	Complied	Y/N
	Price bid along with excel break submitted online		

ANNEXURE VII

EMD Declaration

I have furnished a sum of Rs. 74,645/- (Rupees Seventy-four thousand six hundred forty-five rupees only) towards EMD vide NEFT/RTGS/DD/BG No..... dated.....

Place:

Signature of tenderer:

Full Address:

IREL Bank Details

Name of the Bank	HDFC Bank Limited, V S Marg, Opp. Siddhivinayak Temple, Prabhadevi, Mumbai – 400028
Account Type	Current Account
Account Number	00122320000135
IFSC Code	HDFC0000012

Details of payment to be uploaded to purchase-ho@irel.co.in

Email should contain the following details

- 1) Name of the company
- 2) Transaction ID with details Bank and Branch

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be issued by approved Scheduled Banks)

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

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

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

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

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

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

Notwithstanding anything to the contrary contained herein before :

(i) Our Liability under this Bank Guarantee shall not exceed and restricted to Rs (in words)

(ii) This Bank Guarantee shall be valid upto, unless extended on demand.

(iii) The bank is liable to pay the guaranteed amount or any part thereof under this bank Guarantee only if IREL serve a written claim or demand on or before
(Three months from the expiry of Guarantee period)

Dated the _____ day of _____ 20--
_____ Bank

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

Bank's Common seal

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT (to be issued from a scheduled bank)

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

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

We _____ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from IREL stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by IREL by reason of breach of any of the terms and conditions of the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. The payment will be released within three working days from the date of demand for payment.

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

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

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

We _____ Bank, further agree that IREL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by IREL against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relived from our liability by reason of any such variation,

or extension being granted to the said contract or for any forbearance, act or omission on the part of IREL or any indulgence by IREL to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

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

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

Notwithstanding anything to the contrary contained herein before :

- (i) Our Liability under this Bank Guarantee shall not exceed and restricted to Rs (in words)
- (ii) This Bank Guarantee shall be valid upto, unless extended on demand.
- (iii) The bank is liable to pay the guaranteed amount or any part thereof under this bank Guarantee only if IREL serve a written claim or demand on or before (Three months from the expiry of Guarantee period)

Dated the _____ day of _____ 20__

_____ Bank

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

Bank's Common seal