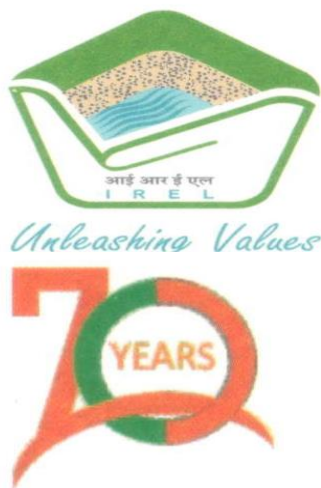


This tender floated in GeM portal. Bidder has to submit their offer through GeM only.



आईआरईएल (इंडिया) लिमिटेड IREL (India) Limited

(पूर्वमेंडिंडियनरेअरअर्थ्सलिमिटेड Formerly Indian Rare Earths Ltd.)

रेअरअर्थ्सप्रभाग Rare Earths Division,

उद्योगमंडल Udyogamandal, कोची Kochi-683501

CIN: U15100MH1950GOI8187

ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 COMPANY

GST ID No. 32AAACI2799F2ZM

SCHEDULE OF TENDER

IREL Tender No.	IREL/Udyogamandal/23-24/ 24313
Name of Work	Operation and maintenance of Utilities and Fire fighting Systems.
Type of Tender	Open Tender, Single Stage Two Bid System Two cover System
Estimated Cost	₹ 43,60,000/-
Earnest Money Deposit (EMD)	₹ 87,200/-
Validity of tender	90 days from bid due date
SD/PBG	5% of the contact value
Contact details of tender inviting authority	Shri. Abel Devadhasan – CM-Technical (Purchase) IREL (India) Limited, R E Division, Udyogamandal – 683 501, KERALA E-mail: purchase-red@irel.co.in Ph. No. 0484-2545199

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.

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GENERAL INSTRUCTIONS TO BIDDERS

GENERAL

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

PREPARATION AND SUBMISSION OF BIDS

- 1) 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.
- 2) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 3) The Bids shall be prepared in two parts viz. PQ cum Technical Bid (Part-I) and Price Bid (Part-II). The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4) 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 -I)

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

Part -II 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.

- 5) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6) **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.

7) **SPECIAL TERMS AND CONDITIONS**

7.1 **Site Visit:**

Prior to quoting rates, the bidders are advised to visit the site on any working days at our specified visiting hours with the permission of Engineer concerned /Purchase Dept. The bidders are also advised to study the labour supply/availability, trade union practices and labour rates prevailing at Udyogamandal.

7.2 **Effect and validity of bid:**

- (i) The submission of any bid connected with these documents and specifications shall constitute an agreement that the bidder shall have no cause of action or claim against IREL for rejection of his bid.
- (ii) The bid shall be valid for a period of 90 days from bid due date.

7.3 **Right to reject the Tender:**

- (a) IREL reserves the right to reject any tenders whatsoever without assigning any reason thereof.
- (b) IREL reserves the right to modify/ add/ reduce the scope, either in whole or in part any of the clauses mentioned herein without assigning any reason thereof.

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

- a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b. consult with any Bidder in order to receive clarification or further information;
- c. pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- d. retain any information and/ or evidence submitted to IREL by, on behalf of, and/ or in relation to any Bidder; and/ or
- e. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder

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

7.4. **Prices:**

Tenders offering firm prices are only acceptable to us. Firm Price shall be quoted as per the price schedule for delivery at designated works.GST as applicable is to be considered as per the Price Schedule of the tender document.

7.5. **TENDER RATES:**

- a) The rates quoted in the price schedule shall be in Indian rupees only. The quoted rates shall be firm throughout the period of Contract including extension of time, if any.
- b) If the bidder submits abnormally low bid in combination with other elements of the bid which raises material concern as to the capability of the bidder to perform the contract at the offered price, the bidder shall be asked to provide detailed price analysis of the bid in relation to the scope, schedule allocation of risk and responsibilities and any other requirements of the bid documents. If the bidder fails to demonstrate its capability to deliver the contract at the offered price the price bid shall be considered un-responsive.

7.6 Vendor should be responsible for clearing the waste materials generated during installation work.

- 7.7. The Bidder must quote all the products as per the Tender. Partial Bids will be rejected.
- 7.8. Organization is the final authority to judge the tender called items and has every power - to accept or reject the same without assigning any reasons

7.9. PURCHASE PREFERENCE FOR MICRO & SMALL ENTERPRISES (MSE's)

- 7.9.1 Benefits, as prescribed by the MSME Policy of the Government of India shall be provided to MSE vendors registered as manufacturers for the goods procured or for the service providers. The procuring Entity reserves its option to give price preference to Micro and Small Industries in comparison to the large-scale industries as per policies of the Government from time to time.

7.9.2 RXIL (TReDS) PLATFORM

IREL is registered with RXIL (TReDS) platform. MSE bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per the GOI guidelines.

IREL (India) Limited is onboard 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 9004100784 email: satyajeet.jathar@rxil.in

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

IREL (India) Limited Unit Administrator Mr. R. Abel Devadhason : +91 9443607155 email: purchase-red@irel.co.in

IREL (India) Limited Nodal Officer Mr. K.V.Ramakrishna: +918104997177 email: kramakrishna@irel.co.in

7.9.3 MAKE IN INDIA

- 7.9.3.1 For this procurement, Public Procurement (Preference to Make in India). Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent Orders issued by the respective Nodal Ministry shall be applicable. The bidder to provide certificate for minimum 50% and 20% local content required for qualifying Class 1 and Class 2 Local Supplier respectively. The bidder to provide needful certificate as a proof

8.0 RESTRICTION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA (AS PER GOI GUIDELINES AMENDED FROM TIME TO TIME)

The bidder to provide needful certificate attached.

- 9.0 IREL reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. IREL also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at contracted rates. Bidders are bound to accept the orders accordingly.

10.0 **EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY**

- 10.1 Earnest Money Deposit (EMD) is a deposit received from the tenderers in token of their earnestness in submitting their offer to undertake the supplies/works/services/consultancy contracts and conclude a contract if entrusted to them on the basis of their tender.
- 10.2 EMD is to be remitted by way of 'Insurance Surety Bonds' or 'account payee demand draft' or 'fixed deposit receipt' or 'bankers cheque' or 'Bank Guarantee from any scheduled commercial Banks' or "online payment" in favour of IREL. In case of online payment, bidders should submit the UTR no. enabling verification of receipt of the amount.
- 10.3 Government Body/Public Sector Undertakings may be exempted from payment of EMD with the approval of Competent Authority.
- 10.4 EMD amount in rupee value is to be mentioned as a fixed amount in the tender and not as a percentage of the estimated cost and no interest is payable on the EMD.
- 10.5 EMD shall be exempted to MSEs and Start-ups as per prevailing guidelines in this regard.
- 10.6 EMD is liable to be forfeited if:
- a. The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening/ The tenderer impairs or derogates from the tender in any respect within the period of validity of the tender
 - b. The tenderer fails to accept the order when placed or fails to commence supplies/works/services after accepting the order.
 - c. In case bidder submits false/fabricated documents. d) In case bidder fails to submit SD as stipulated in the tender.
- 10.7 The offers received from tenderers without EMD and/or tender cost shall be summarily rejected except where an exemption is provided in the tender.
- 10.8 EMD may be adjusted against security deposit / performance security of the successful bidder. EMD of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. Bid security should be refunded to the successful bidder on receipt of performance security. However, in case of two stage bidding/ 2or 3 envelope bidding, EMD of unsuccessful bidders during first stage i.e. technical evaluation etc. should be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.
- 10.9 In case where the EMD is provided in form of BG in the prescribed format to be attached with the tender, the BG shall be obtained from a scheduled commercial Bank with validity of 45 days beyond final bid validity period.

11.0 **SECURITY DEPOSIT (PERFORMANCE SECURITY) OR PERFORMANCE BANK GUARANTEE:**

- a) Security deposit (SD) shall be uniformly levied @ 5% of contract value (excluding Taxes) towards satisfactory completion of the order/works as under:
- b) for works contract valued more than Rs.2 lakhs. b) For supply & service contract valued more than Rs.5 lakhs.

Performance Security is to be furnished by a specified date (generally 14 (fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier/ contractor, including warranty obligations/ defect liability period (DLP).

In exceptional cases waiver of SD shall be approved by Competent Authority after recording the reasons for such waiver.

Submission of SD/PBG, if called for in the tender can also be paid through Insurance Surety Bonds" or „account payee demand draft" or „fixed deposit receipt from a Scheduled Commercial bank" or "Bank Guarantee issued/ confirmed from any Scheduled Commercial Banks in India" or online payment to be confirmed sharing Unique Transaction Reference (UTR) to the tender inviting authority as called for in tender. In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) – an international convention regulating international securities. In case of JV, the BG towards performance security shall be provided by all the partners in proportion to their participation in the project. Bank Guarantees towards Bid Security/ Security Deposit/ PBG issued by Nationalized Banks/ Scheduled Commercial Banks (other than Cooperative Banks) only acceptable.

Purchase Department should immediately forward the SD to finance department for necessary action

under intimation to EIC/ OIC.

In exceptional cases of work contracts, the approving authority may consider Recovering balance SD (in addition to EMD if it is given not in BG form) amount from 1st running bill of the contractor which shall be specifically mentioned in the tender document itself.

EMD/ Bid Security may be adjusted towards SD. However, if EMD is submitted in the form of Bank Guarantee, fresh Bank Guarantee in the prescribed format or demand draft/ bankers cheque is to be submitted towards SD.

BG format for security deposit is attached in Annexure-XIV.

The SD shall not bear any interest and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order.

Additional amount of SD due to enhancement in scope of work is also to be obtained.

12.0 RETENTION MONEY

12.1 Where in a contract, payment is made on progressive billing of work executed, 5% of the bill value shall be retained at the time of making payment towards rectification/ defective work made as retention money.

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

13.0 REFUND OF SD AND RETENTION MONEY

a. Before releasing SD or retention money in respect of supplies/works, a "No Due Certificate" shall be issued by EIC/OIC duly countersigned by head of the department after ensuring that no amounts are recoverable from the supplier/contractor.

b. EIC/OIC shall recommend release of SD and retention money after compliance by the contractor towards guarantee/warranty/performance guarantee & other related clauses as stipulated in the purchase/work order and on submission of formal claim by contractor.

c. On receipt of "no dues certificate" from EIC/OIC, SD or retention money retained in the form of B.G and / or any form shall be refunded at the earliest, if the contractor is not liable to pay any money to IREL (India) Limited under any other contract.

14.0 FORFEITURE OF SD & RETENTION MONEY

The SD & retention money shall stand forfeited in favor of IREL (India) Limited, without any further notice to the contractor in the following circumstances:

In case of any failure whatsoever on the part of the contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.

If the contractor indulges at any time in any subletting/sub -contracting of any portion of the work without approval of IREL (India) Limited.

15.0 REQUIRED DOCUMENTS TO BE SUBMITTED ALONGWITH TECHNO-COMMERCIAL BID.

Sl. No.	Description	Up-loaded Yes/No
1	PROOF OF SUBMISSION OF EMD / VALID EXEMPTION CERTIFICATE (If Applicable).	
2	DOCUMENTS AS PER PRE-QUALIFICATION CRITERIA (Annexure - I).	
3	DULY FILLED, SIGNED AND SEAL AFFIXED IREL TENDER	

	DOCUMENTS (Annexure – II to XII).	
4	COPY OF GST & PAN CERTIFICATES.	
5	ACCEPTANCES OF TECHNICAL SPECIFICATION AND NIT TERMS & CONDITIONS AND SUBMISSION OF NIL DEVIATION STATEMENT-ANNEXURE- IV	
6	ANY OTHER DOCUMENTS AS PER TENDER CONDITIONS.	

16.0 **CONTACT PERSON OF TENDERING AUTHORITY IREL (INDIA) LIMITED, R E DIVISION, UDYOGAMANDAL, KERALA.**

Purpose	Name	E-mail ID	Contact No.
For Bid/tender related query	Shri. R Abel Devadhasan CM-Technical (Purchase)	purchase-red@irel.co.in	0484-2545199 91 9443607155
For Technical Specification / Scope of work related Query	Shri. V.A. Anilkumar CM-Technical (MML.)	mechanical-red@irel.co.in vanilkumar@irel.co.in	91 9443482644
For Consignment/Goods Transportation related Query	Shri. Sanjaykumar Vind M-Technical (Stores)	stores-red@irel.co.in	91 8301997625
For Payment/refund related Query	Smt. P Kamalam DGM (Finance)	finance-red@irel.co.in	91 8593994144

PRE -QUALIFICATION CRITERIA (POC)

To pre-qualify in this Bid, the Bidder shall fulfil the following: -

1.0 TECHNICAL COMPETENCE

Bidder Should be experienced in having successfully executed similar works as detailed below in CPSUs / Central Govt. Dept./ State Govt./ Semi- Govt./ Private organizations during last seven (7) years ending 31.08.2023 and meeting the value requirement as below.

- (i) One similar completed work order costing not less than Rs.34.88 Lakhs"OR
- (ii) Two similar completed work order costing not less than of Rs.21.80 Lakhs"OR
- (iii) Three similar completed work order costing not less than of Rs.17.44 Lakhs"Definition of

Similar work(s):

"Operation and Maintenance" contract in any chemical industry for minimum period of 2years.

The tenderers have to furnish documentary evidence in support of the work under taken from concerned authority/department/organization for similar work executed like copy of Work Order / Purchase order along with completion / Final invoice satisfying above PQ.

- 2.0 The tenderer should give an undertaking in the event of getting the order, the party is capable of mobilizing the required manpower within a period of 15 days to take up the work.

3.0 FINANCIAL COMPETENCE

Average Financial turn over during last three years ending March 2023 shall not be less than Rs.13.08 Lakhs. Financial Statements / IT Returns / Turnover Certificate for the above periods is to be submitted. In case of Public/ Private Limited companies, published annual accounts will be accepted.

4.0 PERFORMANCE COMPETENCE.

IREL reserves the right to use in-house information for assessment of Bidder's capability. Previous and Present Performance of contractors at IREL units shall be considered while evaluating their offers. In case of poor performance, the offer from such bidders shall not be evaluated.

- NB: Pre-qualification shall be carried out based on the documents submitted by the bidders for past performance and technical capability, and shall be subject to verification, if required.

Note:

- 1. In the absence of receipt of Pre-qualification criteria, the offer will not be considered under any circumstances.
- 2. Pre-qualification Criteria can be relaxed for MSEs and startup companies subject to meeting quality and technical specification. Party has to submit necessary documents for the same.
- 3. The offers of the bidders who have defaulted in the past in execution of the contracts or in complying with the obligations as per the contract shall not be considered.

SPECIAL CONDITIONS OF CONTRACT (SCOC)

1.0 SCOPE OF WORK

The scope of work primarily involves and not limited to the following.

Operation & Maintenance of Utility section comprising of water pump house, DM Plant, Mini Boiler, compressors, miscellaneous utilities work and Fire fighting system at Rare Earth Division (RED), IREL (India) Limited, Udyogamandal, Kerala. The work should be carried out by engaging qualified, competent tradesman/Fitter and competent Fireman in each shift round the clock. The details of work is given below.

2.0 DETAILS OF THE WORK

The party has to carryout Operation & Maintenance of Utility section comprising of water pump house, DM Plant, Boiler & compressor and Fire fighting system by engaging qualified, competent Tradesman/Fitter and competent Fireman in each shift round the clock. The Person on duty shall also perform the following duties in different areas of utilities section and Fire fighting system.

- 1) Operation of the water pumps at Pump house by switching ON/OFF the pump motors at the pump house, Opening and closing of Suction and delivery valves of the pumps at the pump house viz. Industrial water pump house, Process water pump house, etc. as per the requirement for plant operations.
- 2) Operation of the Compressors at compressor house by switching ON/OFF the Compressors installed at compressor house and other compressors installed inside the plants as per the requirement for plant operations. Also, ensuring the required air quality & pressure is available at different plants by regularly monitoring the air line leakages & further rectification and regularly draining the water from air pressure storage vessels.
- 3) Operation of Mini Boiler/ Higher capacity Boiler at Boiler house as per the plant requirement by switching ON/OFF the Mini Boiler as per the procedure, monitoring of process parameters and safety parameters. Also, ensuring the required steam is available at different plants by regularly monitoring the steam line leakages, steam traps & steam temperature at the end point.
- 4) Operation of DM water plant by opening the inlet water valve to DM plant & processing FACT water at the subsequent units of DM plant as per the procedure, switching ON/OFF the pumps installed in the DM plant, maintain the required process parameter for maintaining the quality & flow of DM water, carryout the regeneration works for the DM plant as per schedule & procedure to maintain the DM water conductivity and ensuring high level of DM water in all the DM tanks.
- 5) Operation of DM water pumps by switching ON/OFF the pump motors and ensuring continuous supply of DM water to the production plants. Also, ensuring the required DM water pressure is available at different plants by regularly monitoring the DM water pumps, DM water line leakages and further rectification.
- 6) Operation of Jockey pump/ Electrical pump at Fire pump house by switching on /off the pump motor, opening drain valves, ensuring required water pressure is maintained at Fire hydrant system by regularly checking any leakages in the fire line & pumps etc.
- 7) Operation of Fire hydrant system at different point by opening/closing the valves, carrying out the preventive maintenance works by applying grease wherever required as per the schedule.
- 8) Operation of the Fire alarm system by switching on /off the fire alarm call points at different location and further checking at the fire fighting section as per schedule.
- 9) Operation of the Addressable Fire alarm system by manually activating the sensors at different locations and further checking at the fire fighting section as per schedule.
- 10) Checking of the different type of Fire extinguisher at different locations, Pressure testing of the Fire hose as per the schedule and carrying out the preventive maintenance works.
- 11) Maintaining records/ documents of operation and maintenance works of Pump house, Boiler house, DM Plant, Compressor house etc. and Fire Fighting system (Shift log book, log sheet,

- maintenance check list, registers etc).
- 12) Regular monitoring/ preventive maintenance works of the pumps, pipelines, valves, water meters, tank levels etc. connected to utilities and fire fighting has to avoid any leakages, overflow, damage of equipment etc.
 - 13) Any miscellaneous works related to utilities section and fire fighting system has to be carried out as per the instruction of the EIC.

The Operation and Maintenance envisages ensuring maximum system availability, optimum usage of system, regular operation and maintenance of equipment, Compliance of safety rules and regulations, housekeeping, and maximum service to operating staff by maintaining continuous air supply, water supply, steam supply and fire fighting system availability to the plant.

Note:

Operation & Maintenance means to carryout operation related maintenance like preventive maintenance works/ breakdown works and routine preventive monitoring / inspection of equipments.

2.1 **Water Pump House:**

The pump house takes care of complete water supply to Plant, Guest house and Colony Viz. Process water, Industrial water, firefighting system, drinking water, etc.

2.1.1 **Process Water**

- i) The process water is collected/ received from M/s. FACT Ltd., Udyogamandal.
- ii) The water is pumped into the overhead tank using pump, if the line pressure is below 2Kg/cm². From the overhead tank the water for process purpose is pumped to different individual plants using process pump and water for domestic purposes is given by gravity through separate line called gravity line.
- iii) The pumps and the water pipelines from the FACT input water point to the delivery point has to be monitored regularly for any leakages.

2.1.2 **Industrial Water**

Water is also pumped from industrial tank/ well through two water pumps to three sedimentation tanks. Over flow from the sedimentation tanks are collected in the collection sump and given to Effluent treatment plant using industrial pump.

2.2 **DM Water**

- 2.2.1 The process water received from M/s. FACT Ltd. is further treated in the DM plant to reduce the conductivity below 80 micro Siemens per cm to be used by production plants.

2.2.2 **Procedure for operation**

- i) Initially process water is passed through Dual media filter by opening the inlet valve before Dual Media Filter.
- ii) Pass filtered water through Strong Acid Cation unit (SAC) and allow to flow through a bed of Cation resin.
- iii) Pass water from SAC through Strong Base Anion (SBA) unit to flow through bed of Anion resin.
- iv) Pass water to the mixed bed (MB) unit to flow through a bed of Anion and Cation resins.
- v) Pump the water to the DM storage tanks by operating the pump.
- vi) When the conductivity of the water outlet of SBA unit increases above 10 micro mho, SAC & SBA units are to be regenerated using Acid and Lye respectively. After regeneration the units are to be rinsed with water and then taken to line.
- vii) When the conductivity of the water outlet of MB unit increases above

1 micro mho, the unit is to be regenerated using Acid and Lye simultaneously, after back washing the unit as per procedure. After regeneration the unit is to be rinsed with water and then taken to line.

- 2.2.3 The water from the DM tanks is pumped to the different plants for use in process through DM pumps (3 nos). The pump automatically starts/ trips at the set pressure. Required inlet and discharge valve has to be opened/ closed for other pumps when one pump is running.

2.2.4 **Cleaning/ maintenance works of DM plant**

Assisting the service engineer to carry out the following works related to DM Plant during the service visit/ breakdown for improving DM Plant operation.

- i) Opening of Different vessels of DMF Unit/SBA unit/SCA unit/ MB unit in coordination with the service engineer/EIC for checking resin condition/ level, filter items in the unit, cleaning of the slimes in the DMF unit / other units, if required.
- ii) The DMF unit has to be cleaned due to blockages of slime. The party has to open the top vessel and clean the accumulated slime in the water by stirring the water filled vessel & frequent backwashing activity if required.
- iii) The SBA unit/ SCA Unit/ MB unit blockages have to be cleaned due to slime by opening the top vessel, emptying the unit by taking out the resin, checking the filter inside the unit, filling back the resin and taking in line, if required.
- iv) Opening the top vessel of the SBA/SAC/MB unit for changing/ topping up of the resins if required.

2.3 **Mini Boiler**

The Revo Max-RXD850 (Mini Boiler)/ equivalent is operated as per requirement arises for plant operation.

2.3.1 **Procedure for operation**

- i) Open the valves on water fuel line.
- ii) Put the main switch on. Observe that the display comes on.
- iii) Press the OPH heating Key to start fuel heating. Press oil circulation key to heat up and circulate the fuel till nozzle tip and fuel return line. Observe fuel temp indicator. This heating takes about 20-30 Minutes.
- iv) Close the main steam valve and open the auxiliary steam valve to prevent water entering process steam lines initially.
- v) Press the fill key on to fill up the coil.
- vi) When water starts coming out of the auxiliary steam valve and after fuel temperature has crossed the minimum required temperature, the unit can be fired.
- vii) Put the fire switch on. Blower, fuel pump and water pump will start. Sparking between burner electrode begins and fuel is sprayed after pre purge timing. This pre-purging is done to drive out any combustible gases that may be present in the furnace.
- viii) Green lamp glows, indicating Burner ON, fuel sprays and flames is established and heating of water in the coil starts.
- ix) In 3-5 minutes steam comes out of auxiliary steam valve. After pressure starts increasing, open the main steam valve gradually and close auxiliary steam valve simultaneously.

2.3.2 **Procedure for stopping**

- i) Close the steam stop valve fully. The pressure switch will cut off the boiler.
- ii) Press the fire key to switch off the boiler.
- iii) Open the coil blow down valve fully and blow down the boiler. Close the blow down and open the auxiliary steam valve fully. Drain the economizer by keeping the drain valve open till clear water starts coming out.
- iv) Press the fill key and fill up the coil with water. When steam temperature indication falls below 90deg.C, press the fill key to switch off. Close the auxiliary steam valve.
- v) Put off the heater by pressing the key.

2.4 Compressor

- i) ON/ OFF of compressors installed in the compressor house / Plant area based on the requirement of plant operation.
- ii) Taking the operational details from the control panel.
- iii) Removal of moisture in the compressed air by frequently removing accumulated water from the drain point of the receiver tank.
- iv) Thorough checking of air storage chamber & pipe lines for leaks (if any)

2.5 Firefighting system

- i) Perform firefighting work, including preventing, combating and extinguishing fires to protect lives, property and the environment during any fire emergency and give necessary feedback to the Fire officer/In-charge Fire office.
- ii) Quickly and effectively analyse hazardous situations and take appropriate course of action by informing the Fire officer/ in-charge Fire section.
- iii) Conducting monthly inspection of each fire extinguishers (approx. 173 no's) as per the checklist available, ensuring the extinguisher is in working condition and updating the records of the fire extinguishers.
- iv) Conducting monthly inspection of each manual fire call points (approx. 18 no's), ensuring the manual fire call points are in working condition and maintaining & updating the records of the same.
- v) Checking and maintaining the Addressable Fire Alarm System Fire control panels & audio-visual alarms in the Fire section & various areas are in working condition and giving necessary feedback to the Fire officer/In-charge Fire section.
- vi) Conducting monthly inspection of each Fire hydrant points by physically operating the hydrant valves (approx. 23 nos.) & fire hose boxes (approx. 23 nos.), ensuring the working condition of the Fire hydrant points & fire hoses, and updating the records of the same.
- vii) Assisting & coordinating the AMC persons related to Fire extinguishers, Fire alarm system etc. and maintaining the records of AMC works.
- viii) Daily checking and ensuring the fire water reservoir level is maintained in full condition.
- ix) Carrying out the routine works related to Fire pump house like, starting/stopping of fire pumps, ensuring the fire hydrant system pressure is maintained, pumping of accumulated ground water in the fire pump house, monitoring of the firefighting systems, maintaining the fire buckets, maintaining of the Fire nozzles, maintain the records/registers etc.
- x) Detection and attending leakages in the Fire pipelines if any in the firefighting system.
- xi) Maintain log book daily/weekly/monthly of the records connected with the firefighting system.
- xii) Inspect hot work permit areas and maintain its records.
- xiii) Perform general maintenance work related to firefighting system in coordination with the fire personnel's as per the instruction of EIC.
- xiv) Assisting the Fire officer in conducting the mock drills, training, Fire programs, Fire inspections and any other works related to Fire.
- xv) Any deficiencies in the above mentioned points have to be immediately brought to the notice of the Fire officer/ In-charge Fire section.
- xvi) Any other works related to Utility has to be coordinated with Utilities person as per the instruction of EIC

2.6 Maintenance Works

- i) To carry out day to day operation related breakdown / preventive maintenance works, routine pre checks in utilities section and Fire Fighting Section.
- ii) Assisting the maintenance works like replacement or welding of damaged HDPE pipes/ MS pipes, replacement of Motors, replacement or overhauling of the pumps & spares, cleaning & housekeeping works connected with the Mini Boiler, DM Plant, Pump House, compressor etc. As per the instructions of EIC.
- iii) Assisting any other breakdown maintenance works of the other plants related to pipes, motors, pumps, tanks, agitators, gearboxes, other miscellaneous equipments etc. in shift duty hours as instructed by EIC.

2.7 Miscellaneous works

- i) Coordinating the Regeneration works/ cleaning works/ maintenance works related to DM plant for improving the quality of the water.
- ii) Operation of the pumps at weigh bridges to remove accumulated water.
- iii) Housekeeping of the utilities & fire section (including fire pump house).
- iv) Cleaning of mechanical water meters installed at pump house and other areas.
- v) Any other works related to Utility/ Maintenance section as instructed by EIC.

3.0 MANPOWER REQUIREMENT

- 3.1 The contractor shall provide adequate qualified persons having ITI certificate holders in Fitter/ welder with suitable skilled 2 years practical experience in fitter/ welder trade for Fitter category and ITI or diploma certificate holders in Fire and Safety from any recognized institution with minimum one year experience of working in Safety / Fire fighting system for Fireman category to ensure round the clock operation & maintenance of Utility section and Fire fighting on all days in a month as follows:

Description	Category	A shift	B shift	C shift
Fitter	Skilled	1	1	1
Fireman	Skilled	1	1	1

- 3.2 The contractor shall engage standby qualified persons on leave, OFF relieving to ensure that minimum 2 persons (Fitter + Fireman) are deployed in each shift as above.
- 3.3 The contractor shall engage additional qualified persons in B shift for cleaning & maintenance works related to DM Plant & Miscellaneous works. It is estimated that 4 persons are required per month for cleaning & maintenance works/ miscellaneous works.
- 3.4 The personnel deployed by the contractor shall have the qualification and competency as given below.

4.0 MINIMUM QUALIFICATION

4.1 Fitter

- (a) The candidate should have passed 10th / 12th having knowledge of English & local language.
- (b) The candidate should have passed National trade certificate from council for vocational training/ Kerala Government (Two year course) /ITI in Fitter/ Welder/ Blaksmith trade.
- (c) Working experience of minimum 2 years in operation / maintenance of Pumps/ Boiler/ Water treatment plant/ compressor/structural works/valves/Pipelines etc. in any industry directly or under a contractor.

4.2 Fireman

- (a) The candidate should have passed SSLC/10th having knowledge of English & local language.
- (b) The candidate should have passed ITI or diploma or certificate course in Fire and Safety from any recognized institution.
- (c) Working experience of minimum one year in fire fighting in state fire force or in a large industrial undertaking or in any public sector undertaking or in any reputed private companies.

4.3 The successful bidder shall furnish the following documents in respect of the individual manpower that will be deployed at IREL, before the commencement of work:

- (a) List of Manpower short listed by agency for deployment at IREL, containing full details i.e. date of birth, marital status, address etc;
- (b) Bio-data of the persons.
- (c) Qualification certificate and experience certificate.
- (d) Character certificate from a Gazetted officer of the Central / State Government.
- (e) Certificate of verification of antecedents of persons by the local police authority.

4.4 Sex & Age Limit:

Since the nature of work involves working in shifts, contractor shall depute only male candidates. The age limit for the Fitter category shall be between 22- 45 years & for Fireman category shall be between 22-55 years and should be trained, medically and physically fit.

5.0 GENERAL TERMS AND CONDITONS

- 1 The contractor has to submit a list of persons with necessary certificate of the qualification and experience to be deployed for the man power stipulated to carry out the works as per the order before the commencement of contract and the same shall be verified with original certificate in person by EIC for acceptance.
- 2 The qualified person shall be able to read, speak and write the local language.
- 3 Allocation of manpower will be permitted/ approved from the list of candidature only. EIC may reject the person those who have not performed to the level of satisfaction during the contract period for which suitable replacement shall be made available by the contractor.
- 4 The contractor shall deploy Fitter and Fireman for each shift per day, as per clause no. 3.1 on rotation basis. (A-shift 00:00Hrs. to 08:00Hrs. B-shift 08:00Hrs to 16:00Hrs & C-shift 16:00Hrs to 24:00Hrs as presently practiced in IREL, RED).
- 5 The contractor shall deploy additional Fitter in B shift as per the instruction of EIC for carrying out the cleaning & maintenance works related to DM Plant & Miscellaneous works as per clause no. 3.3. The intimation given through e-mail / Phone / Whatsapp. Non engagement of persons will be charged as per penalty clause.
- 6 During the leave/off duty days, the contractor shall depute/substitute the absentees of man power engaged for carrying out the job. Any absent of man power in the shifts will be charged and deducted the amount as per penalty clause.
- 7 Contractors shall provide all standard personal protective equipment like Helmets, Gloves, Gumboots, Safety shoes, etc. required as per the safety norms.
- 8 The Contractor as directed by them shall arrange all safety precautions and ensure the use of personal protective equipment for all his employees.
- 9 Safety work permit as and when required shall be obtained from the concerned authorities before starting the specific work.
- 10 Based on the requirement, the deputed persons in one shift can be called to attend other shift for carrying out the emergency/ preventive/ maintenance works based on the instruction from the EIC only. The shift of the persons engaged can be changed with the intimation of the superior official/EIC.
- 11 The jobs involved are varying in nature, hence priority fixed and instructions issued by the EIC have to be strictly followed.
- 12 If any person employed by the contractor is found to be incompetent or found to act in an improper behavior, the matter will be brought to the notice of the contractor and the said person will have to be replaced within 72 hrs.
- 13 The contractor has to arrange police clearance & medical fitness in their own cost and submit the same in respective section for arranging gate pass.
- 14 Travelling, food and accommodation for the deployed persons shall be arranged by the contractor at their own cost. (The contractor can avail the canteen facility on payment basis subject to availability.)
- 15 Deployed persons shall undergo training on safety & security as per statutory norms.
- 16 Deployed personal shall be allowed to work for single shift only (i.e 8 hrs duty). They may be allowed to work for next shift also subjected to the clearance from EIC. However, under no circumstances, the personals are not allowed to work more than 16 Hrs in a day. Being an essential duty required for plant operation, no position should be made unmanned by the contractor & the contractor should be ready with alternate reliever to man the shift.
- 17 The contractor shall ensure EPF, ESIC and other compensation policy for their manpower engaged.
- 18 If any accident / incident shall happen during the working period, the contractor shall bear all the risk & responsibility for the same as per workmen compensation act.
- 19 Attendance register shall be maintained by the contractor (kept with EIC) for the attendance on daily basis (for the person attending the duty) duly certified by EIC.
- 20 All rules and regulations existing in the company and practiced for contracts will be applicable

to this contract also.

- 21 IREL reserve the right to terminate the contract at any time, if the performance of contract is found not satisfactory.
- 22 The contractor shall ensure the availability of required number of man power to carry out the works enumerated/ as per the instruction of EIC.
- 23 If the salary to the person deployed is not paid, IREL have the rights to proceed further without the consent of the successful bidder including black listing / termination of the contract etc. whichever deemed fit.
- 24 The Charges quoted in the price schedule shall be firm throughout the period of Contract including extension of time, if any.
- 25 The contractor has to provide adequate Insurance coverage for all the staff to be deployed to carry out the works against the order for the entire duration of the contract covering all liability viz. Workmen compensation, Employers liability, etc which are deemed to be necessary. The welfare of their staff is attributable to the contractor. IREL, RED is not responsible in case of any accident caused to their workmen during the course of their working. The contractor or their workmen cannot claim any accident relief from IREL.
- 26 The contractor is required to ensure that their employees comply with relevant safety requirements as mentioned in the prevailing IREL Safety policy issued upon the statutory rules and regulations laid down by the Govt. of India, depending on the nature of work. Successful contractor and their employees shall adhere to the safety policy to further reinforce the prevailing practices to best safety practices at work site and for protecting the workmen from occupational health hazard and improving their safety and health status.

6.0 PENALTY

- 1 The contractor envisages deployment of Fitter and Fireman in each shift with suitable relieving arrangement on OFF/ leave. In case of absence of total fitters in any shift or on any day will lead to deduction as follows.

Sl. no.	Position	Amount (Rs.)
1	Fitter	1000/ Shift
2	Fireman	1000/ Shift

- 2 The contractor has to engage additional persons in B shift as per clause no- 3.3. Non engagement of persons will lead to deduction of Rs. 2000/ month

7.0 CONTRACTORS RESPONSIBILITY

- 1 Prepare written Safe Operating Procedure (SOP) for the works to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them.
- 2 Provide a copy of the SOP to the person designated for the work i.e. EIC who shall be supervising the contractor's work. Keep an up to date SOP and provide a copy of changes to a person designated for the work i.e. EIC.
- 3 Ensure that all work is carried out in accordance with the statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
- 4 All persons deployed by the contractor for working must undergo vocational training, initial medical examination.
- 5 The ID cards to be issued shall state the name of the Workmen, Name of the contractor, Blood group of the workmen & its validity period indicating status of VT and IME.
- 6 The contractor shall designate a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with EIC/ IREL officials RED, so that the services of the persons deployed by the selected agency could be availed without any disruption.
- 7 The contractor shall immediately provide a substitute in the event of any persons leaving the job from the site due to any reason.
- 8 The contractor undertakes to comply with all statues, rules, regulations and by laws as applicable.
- 9 The contractor has to settle the wages and dues to their workmen not less than the applicable minimum wages to the category employed as per Govt. of India guidelines.

8.0 **PERIOD OF CONTRACT**

- 8.1 The period of contract shall be for one year from 01.11.2023 to 31.10.2024. The party has to complete the gate pass procedure, training of personnel before the commencement date i.e. 01.11.2023.

9.0 **PAYMENT TERMS**

- 9.1 100% less statutory deductions shall be made within 30 days on monthly basis after completion of each month against submission of clean and clear bill duly certified by EIC. The payment shall be subject to deduction of penalty (if any) for the defaulting shifts.
- 9.2 You are responsible providing the proof of salary settled to their employees and liable for remitting all statutory dues (like EPF, ESI etc.) as applicable. Proof of the remittance of the same shall be submitted in original along with the bill.

10.0 **ENGINEER-IN-CHARGE (EIC)**

Shri. V A Anilkumar, CM -Technical (Maint.) will be Engineer-in-Charge for this work.

BILL OF QUANTITIES (BOQ)

SL No	Description	Qty	Unit
1	Unit rate towards Consolidated charges on per day basis (all inclusive) towards contract service for operation and maintenance of Utilities section and firefighting as mentioned in scope of work, & details of work.	365	Per day

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DEFINITIONS & INTERPRETATIONS

SECTION - I

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 IREI (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 of 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 its 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 a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation thereof of 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

2.4.1 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:**
- (a) The Service Provider in connection with performing the Services and remedying of any defects, shall provide:
(b) only such skilled and experienced personnel(s) in their respective areas; and
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 takes care of 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.
- b) 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 services 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 up to 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 partner 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 of 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 up to 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 be limited to the extent of service rendered by Service Provider as per provision of the Contract up to 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,
- 2.18.4 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.
- 2.18.5 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:**
2.22.2 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 purpose 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.
- 2.2.2 If any change results 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/ warranties 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, wilful 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 Wilful 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 equipment's 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 Wilful 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 / equipment's / 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 endeavour 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 a 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 affected, 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:

4.5.4.1 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.

4.5.4.2 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 fulfil the provisions under this Contract.

4.5.4.3 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).

4.5.4.4 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.

4.5.4.5 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-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.

- 5.5 **CARE IN HANDLING INFLAMMABLE GAS:**
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.
- 5.6 **PRESERVATION OF PLACE:**
The Service Provider shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour 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 neighbourhood 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.
- 5.7 **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.
- 6.0 **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 work 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 is 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 shall, subject to Arbitration Clause, have exclusive jurisdiction to deal with and decide any matter arising out of this contract.
- 7.0 **PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA**
Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT-wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.
This Atlas is one of its kind single point sources for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, Planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods, thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas proves necessary information for risk analysis and hazard assessment.
The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org
It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:
i) Seismic Zone (II TO V) for earthquakes
ii) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
iii) Area liable to floods and Probable max. surge height
iv) Thunderstorms history
v) Number of cyclonic storms/severe cyclonic storms and max sustained wind specific to coastal region
vi) Landslides incidences with Annual rainfall normal
vii) District wise Probable Max. Precipitation.
- 8.0 **MSDE GUIDLINE – SKILL INDIA**
The successful bidder should ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work, under the project, at the cost of the service provider / bidder.
- 9.0 **RISK PURCHASE CLAUSE**
After award of the contract, if the tenderer fails to execute the work as per tender or at any time repudiates the order, IREL (India) Limited has the right to forfeit and invoke the security deposit and execute the order from other agencies at the risk and cost of the tenderer. The cost difference between the alternative arrangements and total contract value will be recovered from the tenderer along with other incidental charges. In case of execution of order through alternative sources and if price is lower, no benefit on this account will be passed on to the tenderer.

"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 E-mail:cmd@irel.co.in	Chief Vigilance Officer IREL (India) Limited 1207, V.S. Marg, Prabhadevi Mumbai 400 028. Ph: 022-24221068 E-mail:cvo@co.gov.in
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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

Sd/-

Name R. Abel Devadhason

Designation Chief Manager- (Technical (Purchase)

UNDERTAKING TO BE SUBMITTED BY BIDDERS FOR ADOPTING ETHICAL PRACTICES

Date:

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

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

I / We agree and undertake:

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

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

Signature.....

Name.....

Title.....

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

EMD DECLARATION

I have furnished a sum of Rs./- (Rupees.....only) towards EMD vide NEFT/RTGS/BG No..... dated.....

Place:

Signature of tenderer:

Full Address:

IREL Bank Details

Name of Bank	State Bank of India, Udyogamandal Branch, Udyogamandal
Account Type	Current Account
Account Number	57017844321
IFSC Code	SBIN0070158
MICR Code	682002926

Details of payment to be uploaded as attachment during tender submission and the same shall be e-mailed to: purchase-red@irel.co.in

Email should contain the following details

- 1) Name of the Company.
- 2) Your E-mail ID and Contact Details including full postal Address.
- 3) EMD & TDC Amount.
- 4) Transaction ID with details of bank and branch.

TECHNICAL DEVIATION STATEMENT FORM

Tender No. / Date:

Name of Work:.

The bidder has to quote as per technical specification and requirement of the bid. No deviation is expected. However, in case of any deviation, the same has to be recorded clearly in the technical deviation statement form. The following are the particulars of deviations from the requirements of the Tender specifications.

CLAUSE	DEVIATION (Including Justification)	REMARKS

Signature & Seal of the Tenderer

Dated:

Note:

- where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No deviations'
- The technical specifications furnished in the Tender document shall prevail over those of any other document forming a part of our Tender, except only to the extent of deviations furnished in the statement.

DECLARATION - NON-BLACKLISTING

(To be submitted by an Authorized Signatory on the company's original letter head with signature and seal)

To,

**CM -Technical (Purchase)
IREL (India) Limited
R E Division, Udyogamandal - 683 501
KERALA**

Sir,

In response to the Bid Ref No.: _____ dated _____ 2023, I/We hereby declare that presently our agency has not been declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State Govt./ Central Govt./PSU/Government of India Society on the date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our bid if any, to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the agency: -
Authorized Signatory: -
Seal of the Organization: -

Date:

Place:

Annexure to Bid Form: Eligibility Declarations

Tender Document No.

Tender Title:

Bidder's Name:

Bidder's Reference No.

Date:

Restrictions on procurement from Bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General financial Rules 2017.

"I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: and solemnly certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any future changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

(Signature of the Bidder, with Official Seal)

CONTRACTOR ENROLMENT/ REGISTRATION FORM

1. NAME :

2. ADDRESS :

3. E-MAIL/ MOBILE :

4. WORK ORDER DETAILS :

Sl. No	Work Order No. & Date	Work Order Validity		Nature of Work	Dept.	EIC/ OIC Name
		From	To			

5. P.F. CODE NO :

6. INSURANCE DETAILS :

ESI No.	Name of Insurance Company	Policy No.	Valid	Type of Policy	No. of persons covered

7. LABOUR LICENSE DETAILS:

Labour License No.	Address of Licensing Office	License Issuance Authority	Date of Expiry	Maximum No. of Laboure's as per License

SIGNATURE OF CONTRACTOR

VENDOR UP-DATION DETAILS			
SI #	Organisation Details		
1	Name		
2	Address Type (sales office address/ office address/Warehouse address/ factory address)		
3	Building/House Number		
4	Area/Street Name		
5	City		
6	Pin Code		
7	State		
8	Contact Details	Ph No:	
		Mobile No.	
		Email:	
9	Ownership Information (Private Limited Company/ One Person Company/ Limited Liability Partnership/ Partnership Firm / Proprietorship/ Co-Operative Society/ Trust/ Others)		
10	Nature Of Business (Manufacturer/ Dealer/ Trader/ Distributor/ Stockiest/ Channel Partner/ Indian Sales Office/ Subsidiary of Registered foreign supplier/ Indian Agents/ Service Provider)		
11	Copy of PAN card		
12	GSTIN		
13	Audited copies of P&L for the last three years		
14	Valid MSE Udyam registration certificate, if any.		Yes
			No
15	ISO Certification if any		
16	Registered in GEM Portal	Yes	No
17	Whether Supplier/Service Provider is a Start-Up Enterprise. If yes provide the details.		
Bank Details			
18	Name of bank:		
19	Name of Bank Branch:		
20	City/Place:		
21	Account Number:		
22	Account Type:		
23	IFSC Code:		
24	MICR Code:		

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

(To be issued by approved Scheduled Banks)

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

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

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

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

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

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

Dated the _____ day of _____ 20--

_____ Bank

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

Bank's Common seal