



आईआरईएल (इंडिया) लिमिटेड

IREL (India) Limited

(पूर्वमेंइंडियनरेअरअर्थ्सलिमिटेड Formerly Indian Rare Earths Ltd.)

रेअरअर्थ्सप्रभाग Rare Earths Division,

उद्योगमंडल Udyogamandal, कोची Kochi-683501

CIN: U15100MH1950GOI008187

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

GST ID No. 32AAACI2799F2ZM



TECHNOLOGIES FOR
NEW INDIA @75
आजादी का अमृत महोत्सव

SCHEDULE OF TENDER

Tender No.	IREL/Udyogamandal/25-26/36454
CPP Tender No.	2025_IREL_254598_1
Date of publishing of Tender document in IREL and CPP portal	06-11- 2025 Interested agencies may view and download the Tender document containing the detailed terms & conditions, free of cost from the website https://www.etenders.gov.in/eprocure/app and https://www.irel.co.in . The bids are to be submitted as per procedure given in this Tender document.
Name of Work	Contract for piping , Modification of piping works and other connected Mechanical works in various plants.
Type of Tender	Open Tender, Single Stage Two Bid System Two cover System
Tendering Mode: CPP Portal	Public tender (Two cover System) ☐ Pre-Qualification & Technical Bid ☐ Financial Bid
Estimated Cost	Rs.24,26,464 /- (inclusive of all)
Earnest Money Deposit (EMD)	Rs.41,127/- (This being a work contract. EMD amount to be remitted including MSE bidders).
Date & time of Starting of bid	06-11-2025,17:00 Hrs
Bid Submission start date	06-11-2025,17:00 Hrs
Date of closing of bid for submission of Bids	21-11-2025, 10:30 Hrs
Date & time of opening of Cover 1	22-11-2025, 11:00 Hrs
Date & time of opening of Financial Bid	Shall be informed separately to the eligible bidders
Declaration of Successful Bidder	To be decided
Issuance of Letter of Intent (LoI)/Work order	To be decided
Validity of tender	90 days from bid due date
SD/PBG	5% of the contract value excluding GST.
Contact details of tender inviting authority	Shri. VA Anil Kumar – DGM-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.

TABLE OF CONTENTS:

Sl. No.	Contents
1.	General Instruction to bidders
2.	Pre-Qualification Criteria - Annexure - I
3.	Special Conditions of Contract (SCOC) – Annexure - II
4.	Bill of quantity – Annexure - III
5.	Technical deviation statement – Annexure – IV
6.	Ethics in Tendering & Other Business Dealings- Annexure – V
7.	Undertaking – Annexure - VI
8.	EMD Declaration – Annexure - VII
9.	Declaration of Non-Blacklisting – Annexure - VIII
10.	Annexures to Bid Form: Eligibility Declarations - Annexure – IX
11.	Contractor Enrolment / Registration Form Annexure – X
12.	Pre-Contract Integrity Pact-Annexure-Annexure-XI
13.	Secrecy Agreement -Annexure - XII
14.	Proforma for Bank Guarantee for Earnest Money Deposit - Annexure-XIII
15.	Vendor up-dation format- Annexure -XIV
16.	General Conditions of the Contract (GCOC) – Annexure - XV

GENERAL INSTRUCTIONS TO BIDDERS

I. 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.

II. 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.

III. 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.

IV. SPECIAL TERMS AND CONDITIONS

1.0 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.

2.0 EFFECT AND VALIDITY OF BID:

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

3.0 RIGHT TO REJECT THE TENDER:

- 3.1 IREL reserves the right to reject any tenders whatsoever without assigning any reason thereof.
- 3.2 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.
- 3.3 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.

4.0 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.

5.0 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.
- c. Vendor should be responsible for clearing the waste materials generated during installation work.
- d. The Bidder must quote all the products as per the Tender. Partial Bids will be rejected.
- e. 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

6.0 **GUIDELINES FOR PROCUREMENT FROM MSEs**

1. Procurement from Micro, Small and Medium Enterprises (MSEs):
The Procurement Policy for Micro and Small Enterprises, 2012 [as amended time to time] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. In line with Government Policy, the prevailing guidelines in this regard as issued from time to time is to be strictly adhered to.
2. As per the Government notified Public Procurement Policy for Micro & Small Enterprises (MSE), it is mandated that 25% of procurement of annual requirement of goods and services will be sourced from the Micro and Small Enterprises.
3. In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25(twenty-five) per cent of total tendered value. The 25(twenty - five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.
4. Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent s reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price).However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSEs.
5. **MSEs would be treated as owned by SC/ ST entrepreneurs:**
 - a) In case of proprietary MSE, proprietor(s) shall be SC /ST;
 - b) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;
 - c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.
6. If subcontract is given to MSEs, it will be considered as procurement from MSEs.
7. In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.
8. Where any Aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.
9. **Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the policy.**
10. To reduce transaction cost of doing business, Micro and Small Enterprises is to be facilitated by providing them tender sets free of cost, exempting Micro and Small Enterprises from payment of Earnest Money (EMD), adopting e-procurement to bring in transparency in tendering process. However, exemption from paying Performance Security / Performance Bank Guarantee is not covered under the Public Procurement policy.
11. MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process, subject to meeting of quality and technical specifications. However, there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.) where the vendor having prior experience may be preferred rather than giving orders to new entities.
12. Payment to the MSME vendors is to be made within 30 days from the date of receipt and acceptance of goods/ services.
13. In case Bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the Bidder is to be asked for submitting the following along with tender:
Ministry of MSME has notified criteria for classifying the enterprises as Micro, Small and Medium Enterprises as combination of investment in Plant & machinery or Equipment and Turnover. Mandatory registration in Udyam Registration Portal for all new and existing MSME has been prescribed.
14. To enhance MSME competitiveness, the Government of India envisioned the Zero Defect Zero Effect (ZED) initiative to make MSME sustainable and transform them as National and International Champions. MSME Sustainable (ZED) Certification is an extensive drive to create awareness amongst

MSMEs about Zero Defect Zero Effect (ZED) practices and motivate & incentivise them for ZED Certification while also encouraging them to become MSME Champions.

The ZED (Zero Defect Zero Effect) Certification, a scheme by the Indian government for Micro, Small, and Medium Enterprises (MSMEs), offers numerous benefits, including financial incentives, improved quality and productivity, enhanced market access, and increased global competitiveness. For registration please visit <https://zed.msme.gov.in>

7.0 **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

DTX - KreDX Platform Private Limited (the 5th TReDX Platform) - Registration Number- COL75X754M2W

Prathamesh Varose: +91 -8600273564 email: prathamesh.varose@kredx.com

Jason Chongtham: +91 -9600063327 email: jason@kredx.com

M1xchange

a. Registration Number -BUYER00047728

b. Contact Person: Mr. Ankit K. Singh, 9800250394, email: ankit.singh@m1xchnage.com

Invoicemart

a. Entity ID/Registration Number- 1000036436

b. Contact Person: Mr. Amith Dutta, 8600179668, email: Amit1.Dutta@invoicemart.com

C2treds (C2FO)

a. Registration Number: B0320250094

b. Contact Person: Ms. Monalisa, 9220407665, email: monalisa.das@c2treds.com

IREL (India) Limited Unit Administrator Mr. V A Anil Kumar : +91 9443482644 email : purchase-red@irel.co.in

IREL (India) Limited Nodal Officer Mr.

K.V.Ramakrishna: +918104997177 email: kvramakrishna@irel.co.in

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:

- 11.1 Security deposit (SD) shall be uniformly levied @ 5% of contract value (excluding Taxes) towards satisfactory completion of the order as under:
- a) 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.
- 11.2 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.

- 11.3 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 demand draft/ bankers cheque is to be submitted towards SD.
- 11.4 BG format for security deposit is attached in Annexure-XIV.
- 11.5 The SD shall not bear any interest and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order.
- 11.6 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

- 13.1 Before releasing SD 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.
- 13.2 EIC/OIC shall recommend release of SD 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.
- 13.3 On receipt of "no dues certificate" from EIC/OIC, SD 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 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	DOCUMENTS AS PER PRE-QUALIFICATION CRITERIA (Annexure - I).	
2	DULY FILLED, SIGNED AND SEAL AFFIXED IREL TENDER DOCUMENTS (Annexure - II to XV).	
3	COPY OF GST & PAN CERTIFICATES.	
4	ANY OTHER DOCUMENTS AS PER TENDER CONDITIONS.	
5	PRE-CONTRACT INTEGRITY PACT- ANNEXURE - XI.	
6	SECRECY AGREEMENT ANNEXURE - XII.	

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

Purpose	Name	E-mail ID	Contact No.
For Technical Specification / Scope of work related query	Shri. Anurag Pandey DM-Technical (Mechanical / Maintenance)	mechanical-red@irel.co.in	7376933780
For Bid/tender related query	Shri. V A Anil Kumar DGM-Technical (Purchase)	Purchase-red@irel.co.in	9443482644
	Shri. P Mohan Deputy Officer (Purchase)		0484-2545199
For Consignment / Goods Transportation related query	Shri. Sanjay kumar Vind SM-Technical (Stores)	stores-red@irel.co.in	91 8301997625
For Payment/refund related query	Shri. Gautam Samui, DGM-Finance	finance-red@irel.co.in	9497094368

PRE-QUALIFICATION CRITERIA (POC)

- 1.0 Bidders should submit Work Order copies and Invoice/Completion certificates of similar works undertaken by them in the last seven years ending 31/10/2025 for

Three similar completed works costing not less than ₹ 9.71 lakhs each.

OR

Two similar completed works costing not less than ₹ 12.13 lakhs each.

OR

One similar completed work costing not less than ₹ 19.41 lakhs.

Similar work means any Fabrication & Erection of Metallic and Non-Metallic pipe and Mechanical works Such as M.S. Structural repair and painting in an Industry.

- 2.0 The bidder/representative should carry out site visit at IREL (India) Limited , RED , Udyogamandal and proof of the same to be uploaded along with technical bid . Site visit is mandatory to assess the site Condition , nature of work and also to know the labour practices followed at Eloor industrial belt.

3.0 FINANCIAL CAPACITY

Average Financial turnover during the last 3 years ending 31st March 2024 should be at least ₹ 7.28 lakhs. Financial Statements of latest IT Returns / Annual report containing balance sheet & statement of profit & loss account for the above periods is to be submitted. In case of Public/Private Limited companies, Published annual accounts will be accepted.

4.0 CONCURRENT COMMITMENT

In order to assess Bidder's capability and spare capacity to perform the assignment of execution of works, bidders should submit all works being executed by them as per the format given below:

Sl No	Full postal address of client and name of officer in-charge	Description of the work	Value of contract	Date of commencement of work	Scheduled completion period	% completion as on date	Remarks
1							
2							

4.1 CRITERIA FOR DISQUALIFICATION

The annualized concurrent commitments of the bidder plus annualized estimated value of the work under consideration exceeds 4 times the average annual turnover of the preceding 3 years.

SPECIAL CONDITIONS OF CONTRACT (SCOC)

1.0 SCOPE OF WORK

- 1.1 Fabrication and laying of MS and HDPE pipe lines.
- 1.2 Repair/welding works of MS and HDPE pipe lines.
- 1.3 Fitting of Metallic & Non-Metallic valves, Pumps and other equipment.
- 1.4 Fabrication/Repair and Installation of MS structures, MS pipe trays, MS supports of HDPE pipelines & valves and other associated works excluding Painting.
- 1.5 Repair/ Fabrication and Fixing of HDPE Drain line.
- 1.6 Cutting and Removal of unwanted pipelines, structures, etc.,
- 1.7 Painting works related to Fabrication/Repair/Erection of pipe trays and Pipe support structures, valves supports and other associated works.
- 1.8 Replacement of gaskets on flange joint/dummy joint.
- 1.9 Fabrication of Nipples/ Nozzles of various sizes for process tanks (MSFRP/ Sintex), Equipment, hose connection, etc. for connecting with HDPE / MS pipelines, Hoses, etc.
- 1.10 Repair of MS Pipelines for Fire Hydrant, Process Water, Industrial Water, DM Water, Air, Diesel, etc. by welding patches for arresting leaks.
- 1.11 Other miscellaneous works, like preparatory works that are required to carry out aforementioned piping related works, shifting of equipment, tanks, SS Mixer Settler repairing, Rotary Calciner Repair Works, Calciner feed side and discharge side of the heating retort ceramic fibre board packing replacement, Glass wool replacement in the feeding hopper and discharge hopper of the Calciner, Vibroscreen repair works, Forklift or tractor repair works, Pipeline block clearing, Strainer cleaning, housekeeping, Welding of Calciner coil, Rotameter reconditioning, fabrication and fixing of connector for Ammonia Cylinder, fabrication and installation of Strainer, Hydraulic hose replacement for ANFs, Centrifuges, Filter press, Nylon/ PVC/ UPVC/ hoses replacement/ connection for various pumps, removing clamp for filter cloth and repairing of feed pipe including dismantling and refixing for centrifuge, fabrication of silencer pipe for ODS Pump, Fabrication of frame for Starter, flow meter, welding works for electrical cable tray and flow meter, dismantling and cleaning of Rotameter, Fabrication & fixing of float for storage tanks, etc.
- 1.12 Clearing of the waste generated during the course of work on daily basis. All the tools and tackles used for maintenance works in the plant shall be returned back to the section.

2.0 DETAILS OF WORK

- 2.1 Replacement of Metallic (MS)/ Non-Metallic (HDPE) pipe lines with fittings has to be carried out, valves to be fixed with proper supports in required places at all elevation and fitted at different locations in various plants suiting to the site condition and as per requirement of the Engineer in charge.
- 2.2 Unwanted/ Unused HDPE pipes shall be dismantled safely at all elevations without damaging the nearby HDPE pipelines, equipments, etc. The Contractor has to shift the dismantled items as per the instruction of EIC. The Contractor may have to remove the usable Pipe Fittings and Valves and shift it to the maintenance section as per the instruction of EIC.
- 2.3 Pipe supports/pipe racks are to be fabricated and fitted as per site requirement which includes dismantling of damaged pipe racks at designated areas. Measurement for the pipe support shall be taken separately on numbers basis and fabrication and Erection of Pipe Trays shall be done on Tonnage basis excluding painting works. Some of the pumps/ equipment/ valves may also be required to be relocated to the required position while carrying out the piping works.
- 2.4 Replacement of gasket in a flange joint at all elevations to arrest leakages shall comprise of removal of the old gasket, cutting/ providing of new gasket, tightening the bolts and arresting the leakage. Broken flange, if any, shall also be rectified. Fixing of new Blind Flange/ Dummy also shall be considered as gasket changing. Necessary scaffolding, lifting tools and tackles to be arranged by the party at their cost.

- 2.5 Replacement of Valves at all elevations (metallic / non-metallic of any type) shall be carried out as directed by EIC/ area maintenance in charge. This work includes new gasket replacement along with new Nuts, bolts and Washers.
- 2.6 MS structure's valve supports fabricated/ repaired etc. are to be cleaned thoroughly using wire brush, sanders, hammers etc. to remove the rust. This cleaned surface has to be painted with one coat of primer and kept overnight for drying. After drying the surface is to be painted with two coats of chemical resistant epoxy paint of appropriate colors in a day's interval.
- 2.7 Unused Metallic pipes of various sizes with fittings and Pipe racks/ trays shall be dismantled and shifted to scrap yard as per the instruction of EIC. The payment shall be made on the basis of length converted to weight by referring IS Standards, or by using weighment slip in IRELS weigh bridge for the Metallic pipelines dismantled. This work does not include replacement of MS Pipelines and Pipe trays.
- 2.8 In case of replacement of pipe trays i.e; dismantling of old pipe tray and fabrication and fixing of new Pipe trays , Measurement will be considered as per sl.no.10 of BOQ only (as per the wt. of newly fabricated Pipe tray).Dismantled wt. of the pipe trays will not be considered under sl.no.8 of the BOQ in case of pipe tray replacement.
- 2.9 Repair/ Fabrication and Fixing of Drain line in various plant shall be carried out as per the instruction of EIC. The work includes fabrication of drain pipe by using HDPE pipe, or removal of old drain pipe and fixing it with new drain pipe or dismantling and refixing of drain pipe after carrying out block clearing in the plant. The measurement for this work shall be taken on number basis.
- 2.10 Fabrication of nipples/ nozzles of various sizes for process tanks (MSFRP/ Sintex), Equipment, etc. for connecting with HDPE pipelines / MS pipelines, Hoses, etc. is to be carried out as per the instruction of EIC.
- 2.11 In case of minor leakages in MS Pipelines for Fire hydrant, Process Water, Industrial Water, DM Water, Air, Diesel, etc. party has to carry out the repair works by metal rectification/ welding patches on the affected areas at all elevations by providing proper scaffoldings. The measurement for such work shall be made on number basis as per sl.no 16 of BOQ. However, in case of major damage to MS pipes through corrosion, the contractor has to replace the length of MS pipe as directed by EIC, in such cases measurement will be carried out on length basis as per sl.no.7 of BOQ.
- 2.12 Damage if any caused to the pipe lines/ tanks/ buildings / nearby structures and equipment while carrying out the work has to be repaired free of charge by the contractor. Any waste material generated out of the work has to be disposed-off in the location as shown by the EIC on daily basis
- 2.13 Carrying out the work in a safe manner is the sole responsibility of the contractor and IREL will not be responsible for any untoward incident happened during the course of the work. All the personal protective equipment required for the work has to be worn while carrying out the work. The requirement stated by the Safety department of IREL shall be strictly followed.
- 2.14 Other miscellaneous works includes shifting of process vessels, tanks, equipment, fixing of flow meters, stands for Rotameters, any other miscellaneous stands/ frames (for agitators, motors, etc.), SS Mixer Settler repairing, Rotary Calciner repair Works, Calciner feed side and discharge side of the heating retort ceramic fiber board packing replacement, Glass wool replacement in the feeding hopper and discharge hopper of the_Calciner, Vibroscreen repair works, Forklift or tractor repair works, Pipeline block clearing, Strainer cleaning, housekeeping, Welding of Calciner coil, Rotameter reconditioning, Ammonia Cylinder regulator fabrication & fixing, fabrication and installation of strainer, Hydraulic hose replacement for ANFs, Centrifuges, Filter press, Nylon/ PVC/ UPVC/ hoses replacement/ connection for various pump, removing clamp_for filter cloth and repairing of feed pipe including dismantling and refixing for centrifuge, fabrication of silencer pipe for ODS Pump, Fabrication of frame for Starter, flow meter, welding works for electrical cable tray and flow meter, dismantling and cleaning of Rotameter, Fabrication & fixing of float for storage tanks, etc. or any other preparatory work required to carry out the works mentioned in the BOQ.

- 2.15 The proposed works as per scope of the work and BOQ are not of continuous nature. All the identified works in the BOQ are on need basis as instructed by EIC. The contractor shall depute skilled person with supervisor to carry out routine works/breakdown/ emergency works in any shifts or on Sunday/ Holidays/as per the instruction of EIC and rectify the same for continuous operation of the plant. All works are to be carried out strictly under the supervision of the supervisor In charge in coordination with Plant In charge/ shift In charge at site as the plant is in operation. The Contractor shall depute additional fitter and welder based on the breakdown/ emergency works as instructed by EIC. The information shall be communicated one day prior through telephone or through email.
- 2.16 As the works involves working at height, the contractor shall always keep scaffolding of 12m height at site to carry out work at height as well as attending emergency breakdown works on acid line, water line, diesel line, etc. in plant.

3.0 COMMENCEMENT OF BREAKDOWN/ EMERGENCY WORKS

The Contractor has to start the breakdown/ emergency works on receiving information from EIC through letter/ e-mail/ fax/ telephone. The Contractor shall provide the contact details of the workmen and supervisor to be engaged for the work at site to EIC.

4.0 ENGINEER-IN-CHARGE (EIC)

Shri. Anurag Pandey, Deputy Manager-Technical (Mechanical Maintenance), will be the Engineer in charge for the work.

5.0 IREL'S SCOPE OF SUPPLY

IREL will provide HDPE pipes and fittings, MS Pipes and fittings, gaskets, MS structural items, MS sheets, Bolts & nuts, Wooden Chequered boards, Epoxy Chemical Corrosion resistance primer, finish paints, thinner, PP/ PVC/ Teflon Rods, electricity and water at single point free of cost. Contractor has to make his own arrangements for using the same following the safety regulations practiced by IREL.

6.0 CONTRACTOR'S SCOPE OF SUPPLY

- 6.1 The Contractor has to bring all tools and accessories required for cleaning, surface preparation and painting of MS structures and equipment like cup brush attached with angle grinder, wire brushes, scrapers, emery papers/tapes, chisel, painting brush, ladders, etc.
- 6.2 The contractor must bring materials like metallic scaffoldings (if required), ladders, cotton wastes, Electrical Extension Board with ELCB, Welding consumables like welding rod (for SS, CS & MS), welding shield etc., gas cutting set, cutting torch, welding machine, drilling machine, riveting machine, anchor bolts, rivets, HDPE welding mirrors, surface preparation tools, painting brushes, scrapers and necessary labour etc. required for the work. The contractor shall always keep scaffolding of 12m height at site to carry out work at height as well as attending emergency breakdown works on acid line, water line, diesel line, etc. in plant.
- 6.3 Contractor should keep 2 nos. of ladder of 5 & 7 feet and 2 nos. of vertical ladders of 9 & 12 feet to carry out height works during the course of the contract.
- 6.4 All Safety Equipment and Personnel Protective Equipment depending on the type of Work shall be covered under contractor's scope of supply.

7.0 PERIOD OF CONTRACT

The period of contract is one year from the date of acceptance of Work Order. The work order will be deemed to be accepted from the seventh day of placement of order irrespective of acceptance letter submitted or not. The contractor should furnish the details regarding contact no., qualification, address of the employees engaged to carry out the works at the time of commencement of the work.

8.0 GUARANTEE

All the works mentioned in this contract has to be guaranteed for defective workmanship for minimum 12 months from the date of completion of the work.

9.0 SITE INSPECTION

Interested bidders can inspect the site on any working days at our specified visiting hours with the permission of the Engineer concerned/Purchase Dept.

The bidders are advised to study the labor supply/availability, trade union practices and labor rates prevailing at Udyogamandal.

10.0 PENALTY CLAUSE

10.1 The Party has to provide required no. of workmen mentioned in the **clause 13.1** failing which will attract penalty of ₹2,000 per person per day and Supervisor will attract penalty of Rs.3000/- day.

10.2 Party has to depute additional workmen to attend breakdown as well as emergency works as per the instruction of EIC, failing which penalty of ₹5,000 per day will be levied upon the contractor. The intimation regarding additional manpower shall be given one day prior to requirement through email. Refer Clause 13.2 of SCOC.

11.0 PAYMENT TERMS

11.1 Payment will be made on monthly basis for the actual quantity of work completed. 95% value of the actual quantity of completed work less statutory deductions applicable shall be released.

11.2 5% of the bill amount will be retained by IRE as retention deposit/money against the performance of guarantee.

11.3 The Retention Money will be paid after the guarantee period or on submission of a bank guarantee for an equivalent amount valid till the completion of guarantee period.

11.4 Final measurement shall be taken within one month after completion of the entire work and the final bill shall be submitted within 30 days of completion of the entire work in all respects.

11.5 The contractor is responsible and liable to remit all statutory dues (GST, etc.) collected/included in the Price Schedule of the contract, to the Statutory Authorities without fail. IREL is not responsible for remittance of such tax collections.

12.0 VARIATION OF QUANTITY

Quantities stated are approximate, and is mentioned in Bill of Quantities (BOQ) attached in Annexure III. The contractor must be willing to accept any variation in individual item quantities and the unit quoted rates shall remain unchanged. The company reserves the right to cancel any part of the work if the same is not required at the time of implementation of the work. The contractor has to quote as per Annexure III. The final contract will be limited to the estimated value of the contract.

13.0 TERMS & CONDITIONS

13.1 Contractor shall provide atleast one Fitter, one Welder (For HDPE Pipes & Structural steel welding) and one Supervisor. Supervisor and minimum 2 Workmen shall report daily on all working days (except Sundays, Strikes and Company Holidays) failing which, shall attract the penalty as per Clause **10.1** of the SCOC. However, the contractor shall depute the workmen and supervisor on

Sundays, Strikes and Company holidays based on emergency situation as per the instruction of EIC.

- 13.2 The Contractor has to depute additional workmen to attend breakdown as well as emergency works to meet the plant/ production requirement on any day as per the instruction of EIC. The intimation regarding additional manpower shall be given one day prior to requirement through email. Failure in deputing the additional workmen and supervisor shall attract the penalty as per Clause 10.2 of the SCOC.
- 13.3 Qualified and experienced supervisor shall be available at site where works are being carried out in the operating chemical plant by the contractor. At any time if the work is found to be carried out without supervisor, or, if the supervisor and workmen engaged in this contract are found at the location other than the assigned work spot, the work shall be stopped then and there and the supervisor and workmen shall be sent out of the company premises. In addition to that full day penalty for the absence of 1 Supervisor and 2 Workmen shall be levied upon the contractor as per the Clause 10.1 of the SCOC.
- 13.4 The contractor is responsible for streamlining/ handing over the equipment to production department on time. In case of unreasonable delay in completion of the assigned work as per the EIC, the contractor may be asked to change the workmen/ supervisor for the remaining duration of the contract.
- 13.5 All the persons reporting for duty may be asked to assist for other works mentioned in the contract, for example welder may be asked to assist HDPE pipeline fabrication and painting and vice versa. Workmen engaged shall have multi-tasking capability to carry out works on need basis.
- 13.6 The contractor shall submit the list of employees including supervisor to be engaged to carry out the work to EIC before commencement of the work.
- 13.7 Depending on the requirement of the work as per the instruction of EIC, contractor shall have to depute additional workers for any of the works mentioned in the Bill of Quantities. However, EIC reserves the right to increase or reduce the number of workmen based on the requirement of the work.
- 13.8 Contractor has to maintain daily attendance register for the workers and Supervisor reporting for duty.
- 13.9 Contractor has to maintain the Daily Log Book for the works allocated / executed / pending mentioning location as well as date of commencement and completion of work. Log Book and Attendance Register shall be maintained and signed daily by the supervisor and countersigned by the EIC weekly/monthly.
- 13.10 Some of the works that are urgent and require timely completion shall be intimated verbally as well as through email. All communication through Email mentioning duration of the particular work shall be acknowledged through Email within 24hrs otherwise the duration mentioned shall be considered final. Any change in the time of completion must be sought by written request (or through email) stating proper reason by the contractor well in advance. Failure in adhering the schedule of work completion shall attract penalty under penalty clause.
- 13.11 All the works as mentioned in the scope of work are not in continuous nature as it depends on so many factors like releasing of the Equipment, some of which may be possible on maintenance days only, climatic conditions, etc., which the contractor may consider. These works are to be carried out based on the need basis from production department and availability of equipment.
- 13.12 The nature of the works are modification, maintenance, breakdown, etc. in all operating plants which require consultation/coordination with the respective Plant Incharge / Shift Incharge in addition to EIC to execute the works. Contractors supervisor has to coordinate with multiple departments like Production Department, General Stores Electrical Section, Instrumentation Section, etc. in order to execute the work.

- 13.13 The Contractor shall ensure the equipment identified for carrying out repair has to be electrically isolated before carrying out the work. Also the contractor shall ensure the pipelines identified for repair/ modification/ breakdown works have to be free from material inside the pipes /drained before carrying out the work.
- 13.14 All the stated works are to be carried out while the plant is in operation and it may take_time for handing over the equipment/isolation of the equipment/pipeline before taking over for repair/maintenance.
- 13.15 For planned maintenance works as informed by EIC, contractor's supervisor has to arrange all the materials/ items required well in advance by coordinating with General Stores for timely start and completion of work.
- 13.16 All pipes and valves shall be given permanent MS supports. These supports shall be painted with three coats of chemical resistant epoxy primer and paints. At some places_supports are to be provided with the help of Anchor bolts. Anchor Bolts and other accessories shall be in the contractor's scope.
- 13.17 All HDPE pipeline fabrication works measurement shall be considered in the following manner:**
- 13.17.1 If the fabrication of HDPE pipeline works is more than 2 meters in length then the measurement shall be considered on the actual length of the HDPE pipe fabricated. As per S. No. 1 of the Bill of Quantities. Payment shall be made accordingly.
- 13.17.2 If the fabrication of HDPE pipeline works is less than 2 meters in length then the measurement shall be considered based on the no. of welding joints done for_fabrication of HDPE line. As per S. No. 2 & 3 of the Bill of Quantities. Payment shall be made accordingly.
- 13.17.3 Measurement for Dismantling of HDPE Pipelines and Metallic pipelines shall be considered based on length only including all fittings, valves, NRVs, etc. at all elevations.
- 13.17.4 Measurement for the pipe support shall be taken separately on numbers basis as per S. No. 9 of the Bill of Quantities.
- 13.18 The Contractor has to fabricate and fix Nipples/ Nozzles of various sizes for process tanks (MSFRP/ Sintex) , Equipment, hose connection, etc. for connecting with HDPE pipelines/ MS pipelines , Hoses , etc. as per the instruction of EIC.
- 13.19 The contractor is advised to inspect the site on any working day between 8 am – 4 pm to know the details of the proposed work and to know the existing labour union practices prevalent in Udyogamandal prior to submission of the bid. The rate quoted must be firm and no further escalation will be allowed for this contract. On getting information from EIC to start the work, the contractor has to start the work on the same day or the very next day.

14.0 EXPERIENCE

- 14.1 Supervisor- B-Tech/ BE- Degree (Mechanical) with min. 1 year experience/ Diploma (Mechanical) with min. 3 years' experience/ 5 years Working experience as a supervisor in mechanical maintenance in any industry.
- 14.2 Welder- ITI Passed (Welder Trade) with min. 2 years' experience OR person with 5_years' experience in arc welding, gas welding and gas cutting works connected with fabrication / mechanical maintenance works of any industry with multi craft skill like fitting, welding, gas cutting, painting and rigging.
- 14.3 Fitter- ITI passed (Fitter Trade) with min. 2 years' experience OR person with 5 years' experience in fabrication / mechanical maintenance works of any industry with multi craft skill like fitting, welding, gas cutting, painting and rigging.

15.0 SAFETY , SUPERVISION & HOUSEKEEPING

- 15.1 The contractor is fully responsible for carrying out the work in a safe manner. Successful contractor has to carry out the work with utmost care and as per the rules laid down by IREL safety department. Safety permit for working at heights and hazardous areas must be obtained on daily basis prior to starting of the work. Every effort must be taken to ensure that normal production should not be affected due to FRP lining work.
- 15.2 The work must be carried out under close supervision and without causing any damage/hindrance to the existing structure or equipment and other activities in the surrounding areas.
- 15.3 The work spot shall be cleared of the waste materials / debris on daily basis. On completion of the work all working implements, scaffoldings, excess materials, etc., if any must be removed from site immediately.
- 15.4 Proper covering should be provided to prevent any foreign impurities from contaminating other tanks/products e.g. by covering the nearby tank/equipment by tarpaulin or any other arrangement.
- 15.5 The contractor has to ensure proper ventilation and illumination on tanks/equipment before starting the allocated works in plants.
- 15.6 The Contractor must provide Personal Protective Equipment for their workmen suitable for the working environment and also as per the advice of the Safety-in-charge / Engineer-in-charge.
- 15.7 The scaffolding used for height work shall be of Mild steel tubular type with base plate , boards and necessary bracings and working platform must be provided with hand rails. Materials used must be of good quality and strength.
- 15.8 Electrical extension boards are to be fitted with safety devices like ELCB, MCB, Fuse units, etc. Each power tool shall be supplied through individual plug sockets. Electrical power shall be tapped through ISI marked industrial socket. Flexible cable used shall be of FRLS type with adequate current carrying capacity for the loads to be connected. Poor insulated cables and too many joints on the cable shall be avoided.
- 15.9 Flash back arrestors shall be provided in both the torch side and the cylinder side of all gas cutting Equipment.

BILL OF QUANTITIES (BOQ)

S. No.	Description of work	Quantity	Unit
1	Fabrication and laying of HDPE pipe lines of various sizes with fittings (except valves/ NRV/Foot Valves) at all elevations of length more than 2 meters excluding pipe trays and supports. Size- 25-150 mm	750	Mtr
2	Repair /Fabrication & laying of HDPE Pipeline including Welding Joint of different size of pipes of length less than 2 meters at the height of less than 3 meters from floor level excluding pipe trays and supports.Size- 25-150 mm	750	Per Joint
3	Repair/ Fabrication & laying of HDPE Pipe line including Welding Joint of different sizes of pipes of length less than 2 meters at the height of more than 3 meters from floor level excluding pipe trays and supports. Size- 25-110 mm	100	Per Joint
4	Dismantling of HDPE Pipes of various sizes and fittings at all elevations including shifting and storing at designated area. Size- 25-150 mm	100	Mtr
5	Fittings of various sizes of metallic valves which involves dismantling and fixing of Metallic valves/ NRV/ Foot Valves at all elevations with gasket. Size- 1 inch to 4 inch	15	Nos
6	Fittings of various sizes of non-metallic valves which involves dismantling and fixing of Non Metallic valves/ NRV/ Foot Valves at all elevations with gasket. Size- 1inch to 4 inch	100	Nos
7	Fabrication and laying/ replacement of Metallic pipe lines of various sizes with fittings (except valves/ NRV/ Foot Valves) at all elevations. Size- 1 inch to 6 inch.	50	Mtr
8	Dismantling of unused Metallic pipe lines of various sizes with fittings and unused MS Pipe racks at all elevations. Size- 1 inch to 6 inch	0.5	Ton
9	Fabrication & Fixing of permanent MS Supports for Pipes and Valves of any size at all elevations including Anchor bolting (if required).	100	Nos
10	Fabrication and Erection/ replacement of MS Pipe Trays for HDPE Pipelines laid without pipe rack/supports or pipeline laid in sagged or uneven manner in plant, by arranging HDPE pipes in orderly manner at all elevation without painting (Including scaffolding, chain block, etc.)	2	Tons

11	All Painting works of equipment and other fabricated structures including pipe trays, pipe and valves supports, etc.	350	Sq. mtr
12	Replacement of gaskets per flange joint / dummy flange joint at all elevations as per the scope of the work. Size- 15 to 250 NB	300	Nos.
13	Fabrication of MS/ PP Nozzles for Process Tanks, Equipment, etc.	10	Nos.
14	Any miscellaneous works other than covered in the above BOQ and scope of work to be carried out as and when required as per the instruction of EIC in any shift as per Clause 2.14.	100	Man days
15	Repairing/ Fabrication and Fixing of HDPE Drain Line in various plants as per Scope and Details of Work.	10	Nos.
16	Repair of Metallic Pipeline for Water, Diesel, Fire hydrant, Air, etc. by welding patches at all elevations by providing proper scaffolding as per Scope and Details of Work. (Measurement to be taken on the basis of No. of Patches)	20	Nos.

Note: -

1. Party has to quote the basic rate in Rs. and the GST in % separately as per price schedule attached. If GST in % is not entered/quoted it will be considered as inclusive of GST.
2. Overall lowest will be considered as L1

17.0 DETAILS TO BE FURNISHED ALONG WITH THE OFFER

S. No.	Description of work	GST in %	HSN code
1	Fabrication and laying of HDPE pipe lines of various sizes with fittings (except valves/ NRV/Foot Valves) at all elevations of length more than 2 meters excluding pipe trays and supports. Size- 25-150 mm		
2	Repair /Fabrication & laying of HDPE Pipeline including Welding Joint of different size of pipes of length less than 2 meters at the height of less than 3 meters from floor level excluding pipe trays and supports. Size- 25-150 mm		
3	Repair/ Fabrication & laying of HDPE Pipe line including Welding Joint of different sizes of pipes of length less than 2 meters at the height of more than 3 meters from floor level excluding pipe trays and supports. Size- 25-110 mm		
4	Dismantling of HDPE Pipes of various sizes and fittings at all elevations including shifting and storing at designated area. Size- 25-150 mm		

5	Fittings of various sizes of metallic valves which involves dismantling and fixing of Metallic valves/ NRV/ Foot Valves at all elevations with gasket. Size- 1 inch to 4 inch		
6	Fittings of various sizes of non-metallic valves which involves dismantling and fixing of Non Metallic valves/ NRV/ Foot Valves at all elevations with gasket. Size- 1inch to 4 inch		
7	Fabrication and laying/ replacement of Metallic pipe lines of various sizes with fittings (except valves/ NRV/ Foot Valves) at all elevations. Size- 1 inch to 6 inch.		
8	Dismantling of unused Metallic pipe lines of various sizes with fittings and unused MS Pipe racks at all elevations. Size- 1 inch to 6 inch		
9	Fabrication & Fixing of permanent MS Supports for Pipes and Valves of any size at all elevations including Anchor bolting (if required).		
10	Fabrication and Erection/ replacement of MS Pipe Trays for HDPE Pipelines laid without pipe rack/supports or pipeline laid in sagged or uneven manner in plant, by arranging HDPE pipes in orderly manner at all elevation without painting (Including scaffolding, chain block, etc.)		
11	All Painting works of equipment and other fabricated structures including pipe trays, pipe and valves supports, etc.		
12	Replacement of gaskets per flange joint / dummy flange joint at all elevations as per the scope of the work. Size- 15 to 250 NB		
13	Fabrication of MS/ PP Nozzles for Process Tanks, Equipment, etc.		
14	Any miscellaneous works other than covered in the above BOQ and scope of work to be carried out as and when required as per the instruction of EIC in any shift as per Clause 2.14.		
15	Repairing/ Fabrication and Fixing of HDPE Drain Line in various plants as per Scope and Details of Work.		
16	Repair of Metallic Pipeline for Water, Diesel, Fire hydrant, Air, etc. by welding patches at all elevations by providing proper scaffolding as per Scope and Details of Work. (Measurement to be taken on the basis of No. of Patches)		

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:

- a. where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No deviations'. If not endorsed, it will be considered as 'No deviation'.
- b. 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.

"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 expect 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 V A Anil Kumar

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
Name of beneficiary	IREL(India) Limited
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.

DECLARATION - NON-BLACKLISTING

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

To,

**DGM -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. INSURANCE DETAILS :

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

5. 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

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter the Integrity Pact) is made on day of the month of year between IREL (India) Limited (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. (hereinafter called the “BIDDER / Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores / Equipment / Item) and the BIDDER/Seller is will to offer / has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary Impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immediate benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER will full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

- 3.0 The BIDDER commit itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the followings:-
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement

to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract.
- 3.3 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.7 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.10 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of fill of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956

- 3.11 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4.0 **Previous Transgression:**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5.0 **Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:
 - (i) Bank Draft or a Pay order in favour of _____
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

- (iii) Any other mode or through any other instrument (to be specified by the RFP).
- 5.2 The Earnest Money / Security Deposit shall be valid upto complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6.0 Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the followings actions, wherever required:-
 - (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of IREL (India) Limited for a minimum period of five years, which may be further extended at the discretion of the IREL.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7.0 Independent External Monitors

- 7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

Signature and office seal of the contractor

- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER with 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8.0 **Facilitation of Investigation**

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9.0 **Law and Place of Jurisdiction**

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10 **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11.0 **Validity**

- 11.1 The validity of this Integrity Pact shall be from date of its signing and upto the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.
- 11.1 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

- 12 The Parties hereby sign this Integrity Pact at _____ on _____.

BUYER
BIDDER

Signature

Name of the Officer

Designation

Witness

1

2

Witness

1

2

SECRECY AGREEMENT

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

WITNESSETH :

WHEREAS:

- A. IREL intends to purchase _____ from _____ (Name of the company).
- B. _____ (Name of the company) intends to produce _____ at their project in _____ (Name of the place) and intend to sell the same to IREL.
- C. The parties, therefore, intend to enter into an MoU and subsequently an agreement for the sale and purchase of _____.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

- 1. The term “Confidential Information” means:
 - (1) All details supplied by IREL/ (Name of the company) on technical, commercial and other information and data on the Process.
 - (2) All details supplied by IREL/ (Name of the company) on technical, commercial and other information and data relating to the products.
- 2. party hereto shall keep secret and confidential any and all Confidential information it receives from any other party or parties hereto under this Agreement and shall not use such Confidential Information for any purposes except for the said tender purpose hereunder. The obligations under this Article shall not apply to any information or data that:
 - (i) At the time of its disclosure hereunder is in the public domain,
 - (ii) After disclosure hereunder becomes part of the public domain by publication or otherwise through no fault of the party to whom such information or data is disclosed hereunder (“Receiving party”) (but only after it is published or otherwise becomes part of the public domain),
 - (iii) The Receiving Party can show in its possession at the time of disclosure hereunder and which the Receiving party, without breach or any obligation is free to disclose to others, or
 - (iv) Was received by the Receiving Party after the time of disclosure by a party hereto (“Disclosing Party”) hereunder from a third party who did not acquire it, directly or indirectly, from the Disclosing Party under an obligation of confidence and which the Receiving party, without breach of any obligation, is free to disclose to others.

For the purpose of this Article 2, information or data which is specific, e.g., those on operating conditions or equipment, shall not be deemed to be within the foregoing exceptions merely because it is embraced by general information or data in the public domain or in the possession of Receiving Party. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the possession of the Receiving Party, but only if the combination itself and its principle of operation are in the public domain or in the possession of the Receiving Party.

- 3. The Receiving Party shall limit the access to the Confidential Information received hereunder to its directors, officers and employees, who (i) need to have access with such Confidential Information, (ii) have been informed of the confidential nature thereof and (iii) have agreed to undertake the obligations of non-disclosure and non-use of such Confidential Information.
- 4. Upon request of IREL,(name of the party) shall, free of charge, promptly return to IREL all the Confidential information received from IREL hereunder.
- 5. Each party hereto shall not, without the other party’s prior express written consents, disclose or allow the disclosure of the existence of this Agreement.
- 6. It is mutually understood and agreed that no license or other rights are granted to any party hereto under this Agreement, by implication or otherwise, for any of the patents or patents applications of any other party hereto or as to any information and data disclosed by any other party or parties hereto under this Agreement.

7. None of the parties may assign its rights or obligations hereunder without the prior written consent of the other parties.
8. The obligation of non-disclosure and non-use of the Confidential information under this Agreement shall remain in effect for five (5) years after the date hereof and shall terminate upon lapse of said five (5) years.
9. This Agreement shall be governed by and construed in accordance with Indian laws.
10. Each party hereto acknowledges and agrees that monetary damages for any breach or threat of breach of this Agreement are inadequate. Each party hereto shall, therefore, be entitled to seek and obtain temporary and injunctive relief for any breach or threat of breach of this Agreement relating to its Confidential Information, in addition to any other remedy.

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

1. For _____ Witness:

(Name)	1.
Designation	2.

2. For IREL (India) Ltd.

Witness:

(Name)	1.
Designation	2.

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:		

GENERAL CONDITIONS OF CONTRACT (GCOC)**INDEX**

Sl No.	Particulars
1.0	DEFINITIONS
1.2	SINGULAR & PLURAL
1.3	CLAUSE HEADINGS OR MARGINAL NOTES
1.4	SPECIFICATION
1.5	ENGINEERING-IN-CHARGE
2.0	ASSIGNMENT AND SUBLETTING
3.0	EXTENT OF CONTRACT
4.0	CONTRACT DOCUMENTS
4.1	CUSTODY OF DRAWINGS
4.2	ONE COPY OF DRAWINGS TO BE KEPT ON SITE:
4.3	FURTHER DRAWINGS AND INSTRUCTIONS
5.0	CONTRACT AGREEMENT
6.0	MODIFICATION IN CONTRACT
7.0	USE OF CONTRACT DOCUMENTS AND INFORMATION
7.4	CONTRACT TO INFORM HIMSELF FULLY-
7.5	GENERAL INFORMATION
7.6	STANDARDS
7.7	PRIORITY OF CONTRACT DOCUMENTS
7.8	SPECIAL CONDITIONS OF CONTRACT:
8.0	PATENT INFRINGEMENT
9.0	INDEMNITIES
9.1.1	CONTRACTOR INDEMNITIES FOR LIABILITIES
9.1.2	CONTRACTOR INDEMNIFICATION FOR TAXES
9.1.3	INDEMNIFICATION BY SUB-CONTRACTOR/ VENDOR
9.1.4	PAYMENT OF AMOUNTS UNDER THIS CLAUSE
9.1.5	PERMITS AND CERTIFICATES
9.1.6	MECHANICS LIEN
10.0	WORK TO BE TO THE SATISFACTION OF ENGINEER:
11.0	PROGRAMME TO BE FURNISHED:
12.0	CONTRACTORS SUPERINTENDENCE:
13.0	CONTRACTOR'S EMPLOYEE:
14.0	EXTRA SUPERVISION ON WORK:
15.0	SETTING-OUT OF THE WORKS
16.0	USE OF EXPLOSIVES
17.0	CARE OF WORKS
17.2	EXCEPTED RISKS
18.0	USE OF LAND & BUILDINGS
19.0	DAMAGES TO PERSONS AND PROPERTY
20.0	ACCIDENT OR INJURY TO WORKMEN
21.0	WORKMEN'S COMPENSATION ACT
22.1	GIVING OF NOTICE AND PAYMENT OF FEES
22.2	COMPLIANCE WITH STATUTES REGULATIONS ETC.
23.0	FOSSILS ETC.:
24.0	PATENT RIGHTS & ROYALTIES
25.0	INTERFERENCE WITH TRAFFIC ADJOINING PROPERTIES
26 (A)	EXTRAORDINARY TRAFFIC:
26(B)	WATERBORNE TRAFFIC:
27.0	OPPORTUNITIES FOR OTHER CONTRACTORS:
28.0	SUPPLY OF PLANT, MATERIAL AND LABOUR:
29.0	DELAY IN OBTAINING MATERIALS BY THE EMPLOYER
30.0	SITE CLEARANCE ON COMPLETION OF WORK
31.0	RETURN OF SURPLUS MATERIALS
	WORK MATERIAL AND PLANT
32.0	QUALITY OF MATERIAL & WORKMANSHIP AND TESTS:
33.0	ACCESS TO SITE
34.0	INSPECTION, TESTING AND EXPEDITING:
35.1	EXAMINATION OF WORK BEFORE COVERING UP
35.2	UNCOVERING & MAKING OPENINGS
36.0	REMOVAL OF IMPROPER WORK & MATERIALS
37.0	DEFAULT OF CONTRACTOR IN COMPLIANCE
38.0	SUSPENSION OF WORK:
39.0	SUSPENSION LASTING MORE THAN 90 DAYS
40.0	ISSUE OF OTHER MATERIALS FROM IREL STORES
	COMMENCEMENT TIME AND DELAYS
41.0	COMMENCEMENT OF WORK
42.0	WAY LEAVES ETC.
43.0	TIME FOR COMPLETION
44.0	EXTENSION OF TIME FOR COMPLETION
44.1	TIME EXTENSION OF CONTRACT

45.0	NO NIGHT OR SUNDAY WORK:
46.0	RATE OF PROGRESS
47.0	PRICE REDUCTION FOR DELAYED EXECUTION OF CONTRACT
48.0	FORCE MAJEURE
49.0	CERTIFICATE OF COMPLETION OF WORK
50.0	MAINTENANCE AND DEFECTS
50.1	DEFINITION OF PERIOD OF MAINTENANCE
50.2	EXECUTION OF WORKS OF REPAIR ETC.
50.3	COST OF EXECUTION OF WORKS OF REPAIR ETC.
50.4	REMEDY ON CONTRACTOR'S FAILURE TO CARRYOUT
51.0	CONTRACTOR TO SEARCH
52.0	ALTERATIONS, ADDITIONS AND OMISSIONS
52.1	VARIATIONS
53.1	VALUATION OF VARIATIONS
53.2	POWER OF ENGINEER TO FIX RATES
53.3	CLAIMS
53.4	EXTRA ITEM
54.0	PROPERTY IN MATERIALS:
54.2	MATERIALS OBTAINED FROM DISMANTLEMENT & EXCAVATION ETC
54.3	RELICS, GOLD, SILVER FOUND IN OR UPON THE SITE:
55.0	NO APPROVAL BY VESTING:
	MEASUREMENT
56.0	QUANTITIES
57.0	WORKS TO BE MEASURED
58.0	MODE OF MEASUREMENT
59.0	PAYMENT FOR WORK DONE
59.2	BILL TO BE SUBMITTED MONTHLY
59.3	BILLS TO BE ON PRINTED FORMS
59.4	RETENTION MONEY
59.5	SET-OFF
59.6	DEDUCTIONS FROM CONTRACT PRICE
59.7	TAXES APPLICABLE TO CONTRACTOR'S MANPOWER, TURNOVER, EQUIPMENT ETC.
60.0	APPROVAL BY MAINTENANCE CERTIFICATE
61.0	MAINTENANCE CERTIFICATE
61.2	CESSATION OF EMPLOYER'S LIABILITY
61.3	UNFULFILLED OBLIGATION:
62.0	URGENT REPAIRS
63.0	RESOLUTION OF DISPUTES/ ARBITRATION
63.4	ARBITRATION:
63.5	JURISDICTION
64.0	ACTS OF PARLIAMENT, LOCAL AND OTHER AUTHORITIES AND BYE-LAWS:
64.1	COMPLYING WITH REGULATIONS
65.0	BREACH OF TERMS, SUSPENSION AND TERMINATION
65.1.1	BREACH OF TERMS
65.2	SUSPENSION
65.3	TEMPORARY SUSPENSION
65.4	EVENT OF DEFAULT
65.5	RECOURSE TO EVENT OF DEFAULT
65.6	TERMINATION DUE TO CONTRACTOR EVENT OF DEFAULT
65.7	PAYMENT UPON TERMINATION
65.8	DISPUTES ABOUT EVENTS OF TERMINATION
66.0	LIMITATION OF LIABILITY
67.0	METHOD OF BLACKLISTING VENDORS
68.0	SECRECY
69.0	LABOUR
70.0	RETURNS OF LABOUR
71.0	LABOUR LICENCE:
72.0	WOMAN LABOUR
73.0	EMPLOYMENT OF CHILDREN
74.0	ENTRY PASS
75.0	SAFE CUSTODY OF ENTRY PASS
76.0	LIABILITY FOR ACCIDENTS AND DAMAGES
77.0	SAFETY CLAUSES
78.0	INSURANCE
79.0	General
80.0	RISK PURCHASE CLAUSE

Acceptance of GENERAL CONDITIONS OF CONTRACT (GCOC) Sl.no. 1 to 80

Signature & Seal of the Tenderer

Date

Signature and office seal of the contractor

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 IREL (India) Limited, a Public Sector Undertaking, incorporated under the Company's Act 1956 and having its Registered office at Plot No. 1207, Veer Savarkar Marg, Prabhadevi, Mumbai, Maharashtra-400086 and includes its successors, assigns and Units.

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

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

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

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

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

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

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

The "Service(s)" means and include all services and activities/jobs to be performed by the Service Provider in pursuant to and in accordance with Contract or part thereof as these 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 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 nota summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation thereof the Contract.

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

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

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

1.3 SPECIAL CONDITIONS OF CONTRACT:

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

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

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

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

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

2.0 GENERAL INSTRUCTIONS & OBLIGATIONS

2.1 FORMATION OF CONTRACT:

2.1.1 Employer will be the sole judge in the matter of award of Contract and the decision of Employers 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 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 or any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, Employer shall be at liberty to terminate the Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Service Provider or to give the Receiver or Liquidator or other person, the option of carrying out the Contract subject to his providing a guarantee up to an amount to be agreed upon by the Employer for due and faithful performance of the Contract.
- 2.14.3 **TERMINATION OF CONTRACT FOR CORRUPT / FRAUDULENT / COLLUSIVE / COERCIVE PRACTICES AND NON-PERFORMANCE**
 If the Bidder/Service Provider is found to have indulged in Corrupt/ Fraudulent/ Collusive/ Coercive practices, the Contract shall be terminated and the Bidder/Service Provider shall be banned for future business with IREL.
- 2.14.4 **TERMINATION FOR CONVENIENCE**
 Notwithstanding anything contained in the Contract, the Employer may, by 30 (Thirty) days written notice, terminate the Contract in whole or in part. In case of such termination, the obligation of the Employer to pay, shall be limited to the extent of work/job completed by the Service Provider as per provision of the Contract 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 purposes other than those permitted, without the Service Provider's Consent.
- 3.0 **PERFORMANCE OF SERVICE**
- 3.1 **EXECUTION OF SERVICES:**
- 3.1.1 All Services shall be provided in strict conformity with the provisions of the Contract Documents and with such explanatory detailed specification and instruction as may be furnished from time to time to the Service Provider by EIC. The Service Provider shall undertake to perform all Services under this Contract with all reasonable skill, diligence and care in accordance with sound industry practice or international / national standards, wherever applicable (as the case may be) to the satisfaction of the Employer and accept full responsibility for the satisfactory quality of such services as performed by them.
- 3.2 **CHANGES IN SERVICES:**
- 3.2.1 During the performance of the Services, EIC / Employer may make a change in the Services within the general scope of this Contract including, but not limited to, changes in methodology and minor additions to or deletions from the Services and Service Provider shall render the service as changed. Changes of this nature will be affected by a written order (i.e., Amendment) by the Employer. The time of completion of the said job may be extended for the part of the particular job at the discretion of Engineer-In-Charge, for only such alterations or substitutions of the Services, as he may consider just and reasonable.
- 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 representatives 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 due to the Service Provider or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part 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:**
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 money 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 (Thirty) 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 or 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 therefrom 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.

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

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

4.7 INCOME TAX:

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

4.8 STATUTORY VARIATIONS:

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

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

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

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

5.0 LAWS, HEALTH, SAFETY & ENVIRONMENT

5.1 LABOUR LAWS:

- i) No labour below the age of 18 (eighteen) years shall be employed on the Job.
- ii) The Service Provider shall not pay less than what is provided under law to labourers engaged by him on the Job.
- iii) The Service Provider shall at his expense comply with all labour laws and keep the Employer indemnified in respect thereof.
- iv) The Service Provider shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the Service Provider is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e., office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Job under the Contract. Such fee/deposit shall be borne by the Service Provider.
- vi) The Service Provider shall employ labour in sufficient numbers either directly or through Sub-Service Provider's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract while also ensuring that workman is not stressed due to long hour of working and to the satisfaction of the EIC.
- vii) The Service Provider shall furnish to the EIC the distribution return of the number and description, by trades of the service people employed on the services. The Service Provider shall also submit to the EIC a true statement showing in respect of the second half of the preceding month and the first half of the current month the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.
- viii) The Service Provider shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948, Employers Liability Act 1938, Servicemen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- ix) The EIC shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Service Provider any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- x) The Service Provider shall indemnify the Employer against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his Sub-Service Provider's.

5.2 SAFETY REGULATIONS:

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

5.3 FIRST AID AND INDUSTRIAL INJURIES:

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

5.4 GENERAL RULES:

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

5.5 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/paint 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

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.

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