

Appointment of Cost Auditor for financial year 2024-25



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

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

CIN No. U15100MH1950GOI008187

Schedule of Tender

| | |
|---|--|
| Name of Work | Appointment of Cost Auditor for financial year 2024-25 |
| Type of Tender | Open Tender through GeM, Two Bid System |
| Tendering Mode: GEM Portal | Public tender (Two Bid System) <input type="checkbox"/> Pre-Qualification Bid <input type="checkbox"/> Financial Bid |
| Cost of Tender Document | NIL |
| Earnest Money Deposit (EMD) | NIL |
| Date & time of Starting of bid | 15.07.2024 |
| Date of closing of bid for submission of Bids | 05.08.2024, 15.00 hrs |
| Date & time of opening of Cover 1 | 05.08.2024, 15.30 hrs |
| Date & time of opening of Financial Bid | Shall be informed separately to the eligible bidders |
| Estimated Cost (Rs.) | Rs.61360/- |
| Validity of tender | 180 days from bid due date |
| Contact details of tender inviting authority | Shri S Acharjya, DGM – Technical (I/c Purchase) IREL (India) Limited Plot No. 1207, V.S. Marg, ECIL Building, Opp. Siddhi Vinayak Temple, Prabhadevi, Mumbai-400 028 Email: purchase-ho@irel.co.in ; madan.jha@irel.co.in Phone 022- 24211630 (Ext. No. 266) 022-24316589 |

Disclaimer:

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

This TENDER is not an agreement, and neither is 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 the person, 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 of the law expressed herein.

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

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

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

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1. INTRODUCTION:

IREL (India) Limited (IREL), a Mini Ratna-I company, is a Govt. of India Undertaking under the Department of Atomic Energy & its Head Office is situated at Prabhadevi, Mumbai (Maharashtra) and is operating beach sand mining and mineral separation plants at Chavara (Kerala), Manavalakurichi (Tamil Nadu) & Orissa Sands Complex (OSCOM), Chatrapur (Odisha), with installed capacity to produce 5,84,000 tons per annum Ilmenite and also associated minerals such as Rutile, Leucoxene, Zircon, Silimanite, Garnet, etc. IREL also has its chemical unit at Rare Earths Division (RED) Aluva, Kerala, which is associated with production of Rare Earth Compounds. Further, IREL has its Corporate Research Centre at Kollam (IRERC), Kerala. IREL has also commissioned a plant at OSCOM for production of Rare Earths Chloride and other associated chemicals from FY 2015-16.

IREL is in process of setting up of (i) Rare Earth (RE) Theme Park: Pilot Plants for demonstration of technology in the value chain of Rare Earths, Entrepreneur and Skill development (ii) Desalination Plant: Setting up of 5 million litres per day of seawater desalination plant and (iii) Rare Earth Permanent Magnet Plant (REPM): Setting up of 3000 kg of Rare Earth Permanent Magnet plant for strategic applications.

Details of the product and Units are available at the website of the Company at www.irel.co.in.

1.1 Cost records and Cost Audit:

IREL (India) Limited is in Non- Regulated sector and its existing products are covered at para-3-B of serial no.15 & 18 of Companies (Cost Records and Audit) rules 2014 as amended and fit into the prescribed threshold level. As per the Companies (Cost Records and Audit) rules 2014, the companies engaged in production of mineral products included in chapters 25, 26, 28 of the Central Excise Tariff Act, 1985. IREL has statutorily required to appoint cost auditor for 2024-25 to get its cost records audited and submit the cost audit report as per CRA-3 as per above rules.

As per Rule 2(e) the Companies (Cost Records and Audit) Rules, 2014, "cost records" means „books of account relating to utilization of materials, labour and other items of cost as applicable to the production of goods or provision of services as provided in section 148 of the Act and these Rules". There cannot be any exhaustive list of cost accounting records. Any transaction - statistical, quantitative, or other details - that has a bearing on the cost of the product/activity is important and form part of the cost accounting records.

Cost records are to be kept on a regular basis to make it possible to "calculate per unit cost of production/operations, cost of sales and margin for each of its products for every financial year on monthly/quarterly/half-yearly/annual basis. "

IREL desires to audit such cost records and details in a structured manner on a regular basis so that all the cost of the products produced would be

calculated fairly and accurately on regular basis. The benefit of cost on consistent basis will provide data to the management for taking decisions regarding the following:

- i. Cost of production of production for captive consumption.
- ii. Preparation of cost statements required under cost audit.
- iii. Facilitate in preparation of cost statement in compliance with notified cost accounting standard and Companies (cost records and audit) rules 2014 and IREL costing circular as approved by the Board.
- iv. Cost statement for cost compensation from government.
- v. Abridged cost statement of all the products manufactured by the company as per cost audit report rules.
- vi. Valuation of goods for captive consumption following Generally Accepted Cost Accounting principles and CAS-4 in accordance with the above amended rules.

The period of availing service shall be 1 year. Orders should be accepted within 7 days of its issuance.

Detailed scope of work, duties and responsibilities, terms and conditions are described elsewhere in this tender document.

1.2 MODE OF BIDDING:

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

The Bids shall be prepared in two parts viz. Techno Commercial Bid (Part 1) and Price Bid (Part 2).

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

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

Part 1. Techno Commercial Bid:

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

| | |
|------|--|
| i. | The complete Qualifying Data as required in Prequalification Criteria (PQ) |
| ii. | Annexures I to VI |
| iii. | Any other technical details/documents etc. required to be submitted by the bidder as contained in the bid document |

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

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

Method of selection:

PQ cum Techno-commercial bid will be evaluated and bidders meeting the 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.

2. PRE-QUALIFICATION (PQ) CRITERIA:

a. Bidder should meet the PQ criteria as mentioned under for further consideration of their bid.

- i. The bidder should be a practicing cost accountant's Partnership Firm or Limited Liability Partnership Firm (LLP) and should not be less than five years old on the date of tender.
- ii. The bidder should have experience of having conducted at least one Cost Audit assignment during each financial year in the last 5 Financial Years i.e., 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 of the Companies (other than Banks, Financial institution, and Insurance Company).
- iii. One cost audit must be of a PSU (other than Banks, Financial institution, and Insurance Company) in any of the years referred above.
- iv. One cost audit must be of a client in the field of mines/minerals/chemical process Industry in any of the years referred above.
- v. One cost audit must be of a Multi-Location and Multi Product company (other than Banks, Financial institution, and Insurance Company) having turnover of at least Rs 1500 Crore in any of the years referred above.
- vi. The bidder should have an office in MUMBAI (Mumbai Metropolitan Region (MMR)).

In support of above Pre-Qualification criteria, the bidders shall submit the following documents:

- i. Copy of documents in support of formation firm/LLP.
- ii. Copy of Agreements / Letter of Engagements/ orders obtained from companies for conducting cost audit assignments or Form 23C/CRA-2
- iii. In support of turnover of Rs. 1500 crore, P&L statement of client for relevant year/ year of audit and in support of Multi Location and Multi Product company & mines/minerals/chemical process Industry, relevant document as showing such details or self-certificate in this regard.

- iv. Self-certificate in respect of satisfactory execution of all such cost Audit assignments.
- v. Proof of having a full-fledged office in Mumbai (MMR) to take care of the entire cost audit assignment of the company.

b. Qualification Score for techno-commercial bid.

The Qualification Score of the Bidders will be calculated as below:

The Firm/LLP who fulfills the above-mentioned criteria and securing at least 60% marks based on system as mentioned below shall be considered as qualified and eligible for opening of price bid.

| Sl.No | Pre-qualification Criteria | Documents required (Self Attested) | Basis for awarding of marks | Max Marks |
|-------|--|---|--|-----------|
| 1 | The bidder should be a Partnership Firm or Limited Liability Partnership Firm (LLP) and should not be less than five years old on the date of tender. | Firm Registration Certificate (FRC) issued by The Institute of Cost Accountants of India (ICAI) or other relevant documents. | 10 points and additional 2 Point for additional year (i.e. in excess of 5 years) of Firm's Registration. | 20 |
| 2 | The bidder should have conducted at least one Cost Audit of PSUs (State PSU or Central PSU) in the last 5 Financial Years i.e., 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 | Copy of appointment order received from clients or Form 23C/CRA-2 in this regard along with self-certificate towards conducting the same. | 4 Point for each completed cost Audit of a PSU. | 20 |

| Sl. No. | Pre-qualification Criteria | Documents required (Self Attested) | Basis for awarding of marks | Max Marks |
|---------|---|---|--|-----------|
| 3 | Firm should have experience of conducting at least one Cost Audit of mines/minerals/chemical process Industry in the last 5 Financial Years i.e., 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 | Copy of appointment order received from clients or Form 23C/CRA-2 in this regard along with self-certificate towards conducting the same. | 4 Point for each completed cost Audit of a mineral/ mines/ chemical process Company. | 20 |
| 4 | No. of partners/Members | Membership number issued by The Institute of Cost Accountants of India (ICAI). | 4 Points for associate members and 5 points for fellow members. | 20 |
| 5 | The bidder must have experience of conducting at least one Cost Audit of Multi Location and Multi Product company having turnover in excess of Rs. 1500 Crores in the last 5 Financial Years i.e., 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 | Copy of appointment order received from clients or Form 23C/CRA-2 in this regard along with self-certificate towards conducting the same. In support of turnover of Rs. 1500 crore, P&L statement of client for relevant year/ year of audit. | 4 Point for each such completed cost audit. | 20 |
| Total | | | | 100 |

Note:

1. The bidder not fulfilling the above minimum PQ criteria need not submit bid as their bid shall be liable to be summarily rejected.
2. Clear and complete details in separate sheets, for determination of Points in support of information against Sl. No. 1 to 5 above are to be furnished.
3. The bidder securing at least 60% marks based on the above system shall be considered as qualified.
4. Overwriting /correction/erase and/or use of white ink should be avoided in the offer. However, if any overwriting/correction/erase is inevitable, the same should be authenticated with the signature & seal of authorized person of applicant firm.

3. SCOPE OF WORK:

Scope of work shall include carrying out the cost audit of IREL including all units of IREL and submission of report to the management, abridged cost statements of all IREL products including captive consumed products and related cost audit report by complying the compliance parameter as per section 148 of companies Act 2013 and Companies (Cost Records and Audit) rules 2014. Scope includes checking of maintenance of requisite cost accounting records leading to collection, assignment, apportionment, and absorption of correct cost to the relevant cost objects in the Company.

The scope of work shall be as per the scope of audit stipulated in the Companies Act 2013 and the Companies (Cost records and Audit) Rules, 2014, which includes but not limited to:

1. To conduct Cost audit of the Company and its units for the financial year 2024-25 in accordance with the provisions of the Companies (Cost Records) Amendment Rules 2014. Cost audit shall be in adherence to the relevant orders/clarification issued by Cost Audit Branch, Ministry of Corporate Affairs, Govt. of India and the Cost Accounting Standards issued by the Institute of Cost Accountants of India, from time to time.
2. Verification and certification of cost proformas /records maintained by the Company unit-wise as per Companies (Cost Records and Audit) Rules, 2014.
3. Verification and certification of annexure to the cost audit report in form CRA-3 and annexure as per notification or any other instructions issued by Central government from time to time or any other section of the Companies Act 2013 unit-wise & consolidated (company as a whole).
4. Checking of Books of accounts-maintained Unit-wise as per CRA - 1 format of Companies (Cost Records and Audit) rules 2014.
5. The cost audit firms shall ensure submission of cost audit report and annexure to the cost audit report along with their reservation(s) or qualification(s) or observation(s) or suggestion(s), if any, in form CRA-3.
6. Cost audit firm so appointed shall commence cost audit and submit necessary report as per Companies (Cost Records and Audit) Rules within the time schedule communicated by IREL (India) Ltd. along with CRA-3 and annexure as per notification or any other instruction issued by Central Government from time to time or any other section of the Companies Act 2013.
7. The Cost Audit firm shall ensure e-filing & preparation of Cost Audit Report and Annexure to the Cost Audit Report to MINISTRY OF CORPORATE AFFAIRS (MCA), GoI, in XBRL form or in the manner prescribed by the Govt. from time to

time, within the scheduled date prescribed by MCA - GoI for filing, after the Board of Directors of the Company approves the Cost Audit Report.

8. The Cost Auditor shall attend and make a presentation to the Audit Committee and board meeting if required on the Cost Audit under review.

4. PAYMENTS TERMS:

100% of Cost Audit Fees to be released on submission of Cost Audit Report with annexure, after approval by the Board of Directors and filling in XBRL mode with MCA and the bills duly certified by the EIC. All payments are subject to deduction of tax at source as applicable. The payments to be released by IREL will be made through e-payments.

5. SECRECY:

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

6. SPECIAL CONDITIONS OF CONTRACT:

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.

vi. AUDIT FEE:

Estimated Cost Audit fee for the company FY 2024-25 is Rs. 61,360/- inclusive of GST. Travel, lodging and boarding shall be provided by IREL for its all location outside Mumbai. Travel, lodging and boarding facilities/or reimbursement of Expended expenses on these accounts will not be provided for Mumbai. Payment will be released after submission of the final report and compliance under the statue after deduction of TDS as per rules. The payment shall be made through e-payment as per the Bank details provided by the cost audit firm. Payment shall be made through ECS within 30 (Thirty) working days from the date of receipt of bills / invoice complete in all respects with original supporting documents, after completion of entire scope of work.

The cost auditor may have to visit other various units according to his judgment and the work requirement envisaged for completion of the work. In case of outstation visits, accommodation, travelling expenses etc. will be borne by IREL, as mentioned below:

Accommodation:

Accommodation in IREL Guest House at various units or in case non-availability hotel accommodation (except Mumbai) shall be provided while visiting respective various units for conducting cost audit of IREL.

Travel

Travel by Air –shall normally be entitled to travel by air in economy class, by shortest route. Air journey tickets shall be provided by IREL for visiting the work centers for conducting cost audit. For this purpose, due austerity may be observed, and the audit plan shall be made in such a way that one journey would cover all the units falling within a sector wherever visit is planned. To facilitate booking of air tickets, travel details shall have to be submitted to IREL at least 3 working days in advance. Only in the case where IREL is unable to provide air journey tickets, re-imburement shall be made, upon submission of original air journey tickets and boarding pass, along with invoice.

Local Conveyance: During outstation visits, IREL shall provide for Transport service.

Note:

- 1 The fee quoted above should be all inclusive (including all out-of-pocket expenditure). (Accommodation, Travelling, & Conveyance shall be provided by IREL as specified in the Special Terms and Conditions of the Contract).
- 2 GST to be quoted inclusive to the professional fee.

- 3 Prices quoted by the bidder shall be firm during the bidder's performance of the contract and not subject to variation on any account except GST, which is payable as applicable.

vii. **VALIDITY OF OFFERS/PRICE:**

Bidders have to quote the prices strictly as per the Price Bid format. Prices quoted by the bidders in their bids shall remain firm and valid for the total contract period or till complete execution of the contract. However Statutory Levies/Taxes are applicable on prevailing date of actual render of services on submission of invoice. The offered price should be valid for a period of 180 days from the date of opening of the bid.

viii. **PERIOD OF CONTRACT:**

The Period of the contract shall be for the Financial Year 2024-25.

ix. **RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

M/s. IREL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the IREL's action.

x. **INCOME TAX**

Income tax shall be deducted at source as applicable.

xi. **GOODS AND SERVICE TAX**

GST shall be paid only to those bidders who have GST registration for the said job and billing on IREL has been made in terms of guidelines stipulated in the GST rules.

7. OTHER TERMS AND CONDITIONS

- i. The Audit Firm must not sub-contract the work and shall depute sufficient number of competent staff for audit work at their own cost.
- ii. The audit staff may be advised to observe all safety precautions applicable to the department in which the work is carried out.
- iii. IREL shall not be responsible for any accident caused to audit personnel due to their negligence.
- iv. Every effort shall be made to complete the cost audit work strictly as per the Companies' Act 2013 and Companies (Cost Records and Audit) rules 2014 as amended.

- v. Information made available during the course of audit shall be used only for bonafide work relating to audit of the company and not for any other purpose. The auditors shall not divulge the information made available by the Company or otherwise acquired during the course of audit to any other agency.
- vi. The Company reserves the right to accept/reject any or all the offers without assigning any reason whatsoever therefore.
- vii. The appointment of cost auditor will be as per section 148 of the companies Act 2013 and Companies (Cost records and audit) Rules 2014.
- viii. M/s Dhananjay V Joshi & Associates and M/s Joshi Apte & Associates are not eligible for participation for this tender and if they submit their offer, their offer shall be summarily rejected.

8. GENERAL CONDITIONS OF CONTRACT:

1.2 Definition of Terms:

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

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

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

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

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

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

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

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

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

"Demobilization" means removal of all equipment, machinery, manpower from the site

after completion of the services with the due permission of EIC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3 Interpretations & priority of contract documents

- i. The documents forming the Contract are to be read together and interpreted as mutually explanatory of one another. If there is a direct inconsistency in specific obligation(s), then for the purposes of interpretation, and unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:
 - i) The Contract Agreement
 - ii) Detailed Letter of Acceptance along with its enclosures
 - iii) Fax of Acceptance
 - iv) Scope of Works/ Job Specifications (specific to particular job only, wherever provided)
 - v) Drawings
 - vi) Special Conditions of Contract (SCC)
 - vii) Technical Specifications (wherever applicable)
 - viii) Instructions to Bidders (ITB)
 - ix) General Conditions of Contract (GCC)
 - x) Other Documents

Works shown in the Drawing but not mentioned in the Specifications or described in the Specifications without being shown in the Drawings shall

nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the Drawings and described in the Specifications.

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

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

- ii. Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation thereof the Contract.
- iii. Singular and Plural: In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- iv. Gender: Where the context so requires, words imparting the masculine gender shall also include the feminine gender and the neuter gender and vice versa.
- v. 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.

2.0 GENERAL INSTRUCTIONS & OBLIGATIONS

2.1 FORMATION OF CONTRACT:

- 2.1.1 Employer will be the sole judge in the matter of award of Contract and the decision of Employer shall be final and binding.
- 2.1.2 The acceptance of tender will be intimated to the successful Bidder by the Employer either by Fax / E - mail /Letter or like means defined as Service Contract (SC)
- 2.1.3 The Contract shall come into force on the date of SC and the same shall be binding on Employer and Service Provider.

2.2 SIGNING OF AGREEMENT:

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

2.3 ADDENDA/CORRIGENDA:

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

2.4 SITE VISIT

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

2.5 CONFLICT OF INTEREST

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

2.6 GENERAL OBLIGATIONS OF SERVICE PROVIDER:

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

2.6.1 Perform the services in accordance with the Scope of Services /Specifications and Activity Schedule of the Tender Document and carry out its obligations with all due diligence and efficiency, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe methods. When completed, the job/services shall be fit for the purpose for which the services are intended as specifically defined in the Contract.

2.6.2 Provide all labour as required to provide the Service unless otherwise provided in the Scope of Services or Special Conditions of the Contract.

2.6.3 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.

2.6.4 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.

2.6.5 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.

2.6.6 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)

2.6.7 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.

2.6.8 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.

2.7 SERVICE PROVIDER'S REPRESENTATIVE & PERSONNEL:

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.

2.7.1 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.

2.7.2 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.

2.7.3 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.

2.7.4 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.

2.7.5 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.

2.7.6 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.

2.8 SERVICE PROVIDER'S EMPLOYEES / PERSONNEL:

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

- (a) only such skilled and experienced personnel(s) in their respective areas; and

- (b) such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely fulfilling of the Service Provider's obligations under the Contract.

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

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

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

2.9.1 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.

2.9.2 In such events of Clause 2.9.1(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 utilizing in completing the services or any part thereof, such as materials, equipment and plants available at service site belonging to the Service Provider as may be necessary and the Service Provider shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

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

2.9.3 Before taking any action as per Clause 2.9.1(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.

2.9.4 The Employer shall also have the right to proceed or take action as per 2.9.1(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.

2.9.5 Termination of the Contract as provided for in sub- clause 2.9.1(a) above shall not prejudice or affect their rights of the Employer which may have accrued upto the date of such termination.

2.10 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 2.9 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.

2.11 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.

2.12 TERMINATION OF CONTRACT:

2.12.1 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.

2.12.2 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.

2.12.3 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.

2.12.4 TERMINATION FOR CONVENIENCE

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

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

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

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

2.14 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.

2.15 EMPLOYER NOT BOUND BY PERSONAL REPRESENTATIONS:

2.15.1 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.

2.16 FORCE MAJEURE:

2.16.1 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.

2.16.2 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.

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

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

2.17 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.

2.18 ASSIGNMENT/SUBLET:

2.18.1 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.

2.18.2 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.

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

2.19 DELAYS BY EMPLOYER OR HIS AUTHORISED REPRESENTATIVE:

2.19.1 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.

2.19.2 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.

2.20 NO WAIVER OF RIGHTS:

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

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

2.21.1 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.

2.22 LANGUAGE AND MEASURES:

2.22.1 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.

2.23 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.

2.24 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.

2.25 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.

2.26 NOTICE

2.26.1 TO THE SERVICE PROVIDER: Any notice to be given to the Service Provider or his duly authorized 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.

2.26.2 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.

2.26.3 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.

2.27 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.

2.28 INTELLECTUAL PROPERTY RIGHT:

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

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

3.0 PERFORMANCE OF SERVICE

3.1 EXECUTION OF SERVICES:

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

3.2 CHANGES IN SERVICES:

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

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

3.3 ACTION AND COMPENSATION IN CASE OF POOR SERVICE:

If it shall appear to the EIC that any service has been rendered with unsound, imperfect or unskilled way, or with materials /manpower of any inferior description, or that any materials / manpower provided by the Service Provider for the execution of the Service are unsound, or of a quality inferior to that Contracted for, or otherwise not in accordance with the Contract, the Service Provider shall on demand in writing from the EIC or his authorized representative specifying the Service, materials or manpower complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify the service so specified and at his own cost.

3.4 SUSPENSION OF SERVICES:

3.4.1 Subject to the provisions of sub-para 3.4.2 of this clause, the Service Provider shall, if ordered in writing by the EIC, temporarily suspend the Services or any part thereof for such written order and not proceed with the Service therein ordered to be suspended until, he shall have received a written order to proceed therewith. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Services aforesaid. An extension of time for completion,

corresponding with the delay caused by any such suspension of the Services as aforesaid will be granted to the Service Provider should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the Service Provider.

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

3.5 DEFECTS LIABILITY PERIOD:

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

3.5.2 If the Service Provider feels that any variation in Service or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the EIC in writing. If during the period of liability any portion of the Service/Equipment, is found defective and is rectified/ replaced, the period of liability of 12 months for such equipment/ portion of Service shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of Service/ Equipment only. However, in no such case extension will exceed 24 months from the date of initial DLP. Notwithstanding the above provisions the supplier's, guarantees/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, willful misconduct or illegal or unlawful acts, or gross Negligence of the Service Provider or any person acting on behalf of the Service Provider; or
- (c) In the event of acts or omissions of the Service Provider which are contrary to the most elementary rules of diligence which a conscientious Service Provider would have followed in similar circumstances; or
- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or

- (e) For any damage to any third party, including death or injury of any third party caused by the Service Provider or any person or firm acting on behalf of the Service Provider in executing the Works/Services.

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

3.7 INDEMNITY:

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

3.8 DAMAGES TO PROPERTY, ANY PERSON AND THIRD PARTY

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

4.0 PAYMENT, INSURANCE AND TAXES

4.1 DEDUCTION FROM THE CONTRACT PRICE:

- 4.1.1** All costs, damages or expenses which Employer may have paid or incurred, which under the provisions of the Contract, the Service Provider is liable to pay to the Employer. All such claims shall be claimed by the Employer from the

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

4.2 SCHEDULE OF RATES AND PAYMENTS:

4.2.1 SERVICE PROVIDER'S REMUNERATION:

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

4.2.2 SCHEDULE OF RATES TO BE INCLUSIVE:

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

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

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

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

The Schedule of Rates (i.e., Value of Contract) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the

Service, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the Service and shall include an indemnity to the Employer which the Service Provider hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use in the Service of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use for Services shall be borne by the Service Provider.

4.2.5 SCHEDULE OF RATES TO COVER TAXES AND DUTIES:

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

4.2.6 SCHEDULE OF RATES TO COVER RISKS OF DELAY:

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

4.2.7 SCHEDULE OF RATES CANNOT BE ALTERED:

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

4.3 PROCEDURE FOR BILLING OF SERVICES:

4.3.1 BILLING PROCEDURE:

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

The Bill(s) complete in all respect with details and enclosure(s) is to be submitted by Service Provider in line with terms of the Contract. Employer shall make all endeavor to release payments of undisputed amount of the bills submitted within 30 (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 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 TAXES AND DUTIES:

4.5.1 The Service Provider, unless specified otherwise elsewhere in the Contract agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including GST now or hereafter imposed, increased, modified from time to time in respect of Services and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Service Provider and the Service Provider shall be responsible for the compliance of all Sub-Service Providers, with all applicable Central, State,

Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. Service Provider further agrees to defend, indemnify and hold Employer harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Service Provider or Sub- Sub-Service Provider of such laws, suits or proceedings that may be brought against the Employer arising under, growing out of, or by reason of the service provided for by this Contract, by third parties, or by Central or State Government authority or any administrative subdivision thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

4.5.2 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.

4.5.3 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.

4.6 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.

4.7 STATUTORY VARIATIONS:

4.7.1 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.

4.7.2 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 cenventable (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.

4.7.3 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 RESOLUTION OF DISPUTES/ ARBITRATION:

5.1 The Purchaser and the Seller 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.

5.2 If, after thirty days from the commencement of such informal, good faith negotiations, the Purchaser and the Seller 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.

5.3 **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.

5.4 ARBITRATION:

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

- b) If the CONTRACTOR is dissatisfied with the decision of such authorized person, then he may within 30 days of receipt of such decision send a written appeal to PURCHASER, represented by the Chairman and Managing Director at the registered office, Mumbai for the same to be referred to Arbitration by a Sole Arbitrator to be appointed by mutual consent and after due approval of CMD, IREL. The Arbitration proceedings shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996. It is made clear that this Arbitration Clause shall be applicable to any and all disputes and differences between the Parties arising out of and/or relating to this CONTRACT and the Parties shall be bound to refer the same to arbitration in accordance with the procedure contemplated herein.
- c) If the period of 30 days under Clause (b) has expired at any stage, stipulated in the preceding paras without any response from the CONTRACTOR before such expiry, the CONTRACTOR is deemed to have communicated his satisfaction to the decision of IREL at the relevant stage and all his rights of further appeal or as the case may be, adjudication are deemed to have been waived once and for all.
- d) The seat of arbitration will be at Mumbai and the language thereof shall be English.
- e) Notwithstanding the invocation, commencement and/or pendency any dispute resolution proceedings under this Clause including arbitration under Clause 5.4, 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 5.3 including Arbitration under Clause 5.4.

5.5 JURISDICTION:

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

Tender Acceptance Letter (Format)
(To be given on Company Letter Head)

Date:

To,

**DGM -Technical
IREL (India) Limited
Corporate Office Mumbai
PLOT NO. 1207, VEER SAVARKAR MARG
NEAR SIDDHIVINAYAK TEMPLE
PRABHADEVI
MUMBAI-400028**

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender/Work: -

Dear Sir,

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

GEM Portal_as per your advertisement, given in the above mentioned website(s).

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

“ Ethics in tendering & other business dealings”

Dear Sir,

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

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

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

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

We assure you that complaints if any made by you on the subject will be kept confidential and fair investigation will be conducted and appropriate action will be taken. Similarly, we 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

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

Date

UNDERTAKING TO BE SUBMITTED BY BIDDERS FOR ADOPTING ETHICAL PRACTICES

Date:

To,
M/s IREL (India) Ltd.,
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).....

Annexure IV

Particulars of the bidder

| Sl. | Particulars | Details |
|-----|---|---------|
| 1. | a) Name of Bidder b) Legal status (e.g. partnership or LLP) c) Address of the office in Mumbai d) Date of incorporation e) Brief details about main line of business. | |
| 2. | Bank details: - The payments to be released by IREL through e-payments. The contractor has to provide the following details: <ul style="list-style-type: none"> • Beneficiary name: • Account Number: • Name of the bank: • IFSC: • Nature of Account (Savings/Current/CC/OD): • Branch Code | |
| 3. | Particulars of the Authorized Signatory of the Bidder <ul style="list-style-type: none"> a) Name b) Designation c) Address d) Telephone Number e) Email address | |
| 4. | a GST no b PAN no : | |

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

Certificate from the practicing Cost accountant

Declarations to be submitted on letter Head.

Declaration: -

We hereby certify that:

- a. We do not suffer from any disqualification as specified inter -alia under section 141 of the companies Act, 2013 read with section 148 of the companies Act,2013.
- b. Our appointment, if made, will be within the limits prescribed under section 141(3) (g) read with section 148 of the Companies Act 2013
- c. We are an independent firm/LLP of Cost Accountants and are at arm's length relationship with the company.
- d. The partners of the firm/LLP are holding Certificate of Practice issued by the Institute of Cost Accountants of India and are in whole time practice.
- e. There is no order or proceedings which are pending against our firm/LLP or any of our partner(s) relating to professional matters of conduct before the institute of Cost Accountants of India or any competent authority or any court.
- f. We are aware that any false information provided herein will make our appointment as Cost Auditor (if appointed) liable for termination.
- g. Data given by the company and any information generated from the data provided shall not be used for any other purpose.

I /We, _____ Partner of the Firm /LLP _____ hereby declare that the above information furnished is true & correct to the best of my knowledge and belief.

Signature of Authorised Signatory with seal

Date:

Annexure VI

Requirement details of tender documents regarding PQ criteria & marking

(The complete bid document submitted by the bidder as technical bid (Part 1) shall be duly numbered in each page. Based on the numbering done, the following table should be filled up by the bidder carefully Considering the PQ criteria & marking system as mentioned above)

| Sl. | Criteria | (bidder should correctly fill the following column) | Relevant documents as per point 2 above and page no. | | | | | | | | | | | | |
|------------------------|---|--|---|------------------------------|------------------------------------|--|--------------|--|--|--|--|--|--|--|---|
| 1 | The bidder should be a Partnership Firm or Limited Liability Partnership Firm (LLP) and should not be less than five years old on the date of tender. | <p>(i) Date of Registration of Firm/LLP: _____</p> <p>(ii) No. of years of existence of Firm/LLP as on date of tender: _____</p> | <p>FRC issued by ICAI or other relevant documents must be attached.</p> <p>Page nos. ____</p> | | | | | | | | | | | | |
| 2 | No. of partners/Members | <p>Details of member/partner:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Name of member/partner</th> <th style="text-align: center;">Membership No.</th> <th style="text-align: center;">Whether Associate Member or Fellow</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> | Name of member/partner | Membership No. | Whether Associate Member or Fellow | | | | | | | | | | <p>Membership & practice certificate issued by ICAI must be attached.</p> <p>Page Nos. ____</p> |
| Name of member/partner | Membership No. | Whether Associate Member or Fellow | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 3 | Mumbai office address | Address along with email & Phone no.: | <p>Relevant proof like GST certificate or Agreement etc. must be attached.</p> <p>Page No. ____</p> | | | | | | | | | | | | |
| 4 | Experience (other than Banks, Financial institution, and Insurance Company) | <p>Details of the experience:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Name of the company</th> <th style="text-align: center;">Year of Cost Audit conducted</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table> | Name of the company | Year of Cost Audit conducted | | | | | | | | | <p>Copy of Agreements / Letter of Engagements/ orders received from clients or Form 23AC/CRA-2 in this regard along with self-certificate towards conducting the same.</p> <p>Page nos. ____</p> | | |
| Name of the company | Year of Cost Audit conducted | | | | | | | | | | | | | | |
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| 5 | Experience of PSUs(other than Banks, | <p>Details of the experience:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Name of the</th> <th style="text-align: center;">Year of Cost</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> </tbody> </table> | Name of the | Year of Cost | | | Documents as | | | | | | | | |
| Name of the | Year of Cost | | | | | | | | | | | | | | |
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|---|---|--|------------------------------|-------------------------|--|
| | Financial institution, and Insurance Company) | PSU | Audit conducted | | mentioned at point no. 4 of this table must be attached. Page Nos. _____ |
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| | | | | | |
| 6 | Experience of conducting Cost Audit of mines/minerals/chemical process Industry (other than Banks, Financial institution, and Insurance Company) | Details of the experience: | | | In addition to documents as mentioned at point no. 4 of this table, in support of mines/minerals/chemical process Industry, relevant document as showing such details or self-certificate in this regard. Page nos. _____ |
| | | Name of the mines/minerals/chemical process Company | Year of Cost Audit conducted | | |
| | | | | | |
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| | | | | | |
| | | | | | |
| 7 | Experience of conducting Cost Audit of Multi Location and Multi Product company having turnover in excess of Rs. 1500 Crores (other than Banks, Financial institution, and Insurance Company) | Details of the experience: | | | In addition to documents as mentioned at point no. 4 of this table, in support of Multi Location and Multi Product company, relevant documents showing such details or self-certificate in this regard and in support of turnover of Rs. 1500 crore, P&L statement of client for relevant year of audit must be attached. Page nos. _____ |
| | | Name of the Multi Location and Multi Product company | Year of Cost Audit conducted | Turnover (Rs. in crore) | |
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