



आईआरईएल (इंडिया) लिमिटेड  
IREL (India) Limited,  
Formerly Indian Rare Earths Limited)  
(भारत सरकार का उपक्रम)  
(A Government of India Undertaking)

CIN: U15100MH1950GOI008187 Website: www.irel.co.in



**ISO 9001: 2015, ISO 14001: 2015 & ISO 45001: 2018**

**Schedule Of Tender**

Tender No.	20-33724
Item/ Job Description	Annual rate contract for hiring of vehicles.
CPP Tender ID	2025_IREL_234426_1
Tendering Mode E-Procurement System of Central Procurement Portal	Open Tender invited in two parts
Date of Starting of e-Tender	03/05/2025 17:00 PM
Date of starting of Online Pre-Bid Meeting	NA
Date of closing of Online Pre-Bid Meeting	NA
Estimated Value of Work	Rs 23,80,952 /- Excluding GST
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	24/05/2025 14:00 Hrs
Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	26/05/2025 14:30 Hrs
Date & time of opening of Part-II (i.e. Price Bid)	Shall be informed Separately
Earnest Money Deposit (EMD) : Refundable & Payable to IREL(India)Limited	47,620 /-
Validity of Tender	120 days from date of opening of Techno Commercial bid.
Delivery/Completion Period	12 Months from the date of issue of Order
List of Annexure Annexure – I Annexure – II Annexure – III Annexure – IV Annexure – V Annexure – VI Annexure – VII Annexure – VIII Annexure – IX	General Instruction to Bidders Pre Qualification Criteria General Conditions of Contract Special Conditions of Contract Technical Specification Techno commercial Terms and Response Bill of Quantity Contract safety Management Policy Formats

उड़ीसा सैंड्स कांप्लेक्स, माटिखालो )डाक (छत्रपुर )गंजाम(, ओडिशा 761045 –, भारत  
Orissa Sands Complex, Matikhalo (P.O) Chatrapur (Ganjam), Odisha-761045

फोन/Tel. : 06811-257890-95 फैक्स/Fax : 06811-257988

पंजीकृत कार्यालय : प्लॉट नं .1207, वीर सावरकर मार्ग, सिद्धि विनायक मंदिर के पास, प्रभादेवी, मुंबई 028 400 –  
Regd. Office: Plot no:1207, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai-40028

**GENERAL INSTRUCTION TO BIDDERS W.R.T PARTICIPATION IN E-TENDERING EVENT**

IREL(India)Limited invites online tenders from the prospective bidders of repute to participate in our tender the mode of which happens to e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <https://etenders.gov.in>

**Part I (Techno-Commercial bid)** will be opened electronically on specified date and time as given in page no.1. Bidder(s) can witness electronic opening of bid.

**Part II (Price bid)** will be opened electronically of only those bidder(s) whose Part I (Techno-Commercial Bid) is found to be Techno-Commercially acceptable by IREL(India)Limited, OSCOM.

**Bidders are requested to read the terms & conditions of this tender before submitting their bids.**

**1.0 Process of E-tender:**

**a) Contact person of Tendering Authority  
( IREL(India)Limited, OSCOM Unit)**

<b><u>N A M E</u></b>	<b><u>email-id</u></b>	<b><u>Landline No.</u></b>	<b><u>Mobile No.</u></b>
Shri R S Sabat, GM(Purchase) & I/c Marketing	<a href="mailto:purchase1-os@irel.co.in">purchase1-os@irel.co.in</a> & <a href="mailto:rssabat@irel.co.in">rssabat@irel.co.in</a>	06811-257890 - 95 Extn 150	+91 8280402609
Smt. S K Sinha, Manager (Purchase)	<a href="mailto:sksinha@irel.co.in">sksinha@irel.co.in</a>	06811-257890 - 95 Extn 150	+91 7978132875
<b><u>Technical Persons:</u></b> Shri S K Behera Mgr-HRM (P & A) & APIO	<a href="mailto:skbehera@irel.co.in">skbehera@irel.co.in</a>		+91 9437579696

**2.0** Bidders may please note that payment is to be made to IREL(India)Limited **separately** through RTGS / NEFT as per details given below:

**Account Name** : IREL (India) Limited  
**Name of the Bank** : State Bank of India Branch,  
**Branch** : Matikhalo IRE Ltd Campus  
**Account No.** : 10546942016  
**IFSC** : SBIN0006086  
**MICR Code** : 761002521

The bidders are requested to communicate the UTR No. and E-tender No and Name of the remitter by Fax or Email to IREL(India)Limited in Email ID : [purchase1-os@irel.co.in](mailto:purchase1-os@irel.co.in)

**3.0 Additional information for bidders:**

- (i) E-tender cannot be accessed after the due date and time mentioned in Page No.1. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity. All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by IREL(India)Limited. Hence, the bidders are required to ensure that their corporate email I.D provided is valid and updated. Bidders are also requested to ensure validity of their DSC's during the entire e-tender process; the bidders will remain completely anonymous to one another and also to everybody else.

- (ii) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. The bid will be evaluated based on the filled-in technical & commercial formats. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
- (iii) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- (iv) Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein. No deviation to the technical and commercial terms & conditions are allowed. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <https://etenders.gov.in/eprocure>
- (v) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

(vi) **AMENDMENTS/ ISSUE OF CORRIGENDUM(s)**

At any time, prior to the last date for submission of tenders, IREL(India)Limited reserves the right to amend and modify the tender document. The amendment so carried out shall form part of the main tender and shall be binding upon the Tenderers. IREL(India)Limited may at their discretion, extend the last date for submission of the Bid, to enable the Bidders to have reasonable time to submit their Bid after taking into consideration such amendments. **The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.** No separate intimation in respect of corrigendum will be sent to tenderer (s) who have downloaded the documents from web site.

(vii) **Bidders to note the following :**

The bidders shall quote from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves. Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor IREL(India)Limited will be responsible for any lapses /failure on the part of the vendor, in such cases.

If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, IREL(India)Limited at its own discretion shall debar the bidder from the e-Tender and future participation also.

IREL(India)Limited shall not have any liability to bidders for any interruption or delay in access to the CPP portal irrespective of the cause. In such cases, the decision of IREL(India)Limited shall be binding on the bidders.

**4.0 Earnest Money Deposit:**

- 4.1 Earnest Money Deposit (EMD) is a deposit received from the tenderers in token of their earnestness in submitting their offer to undertake the supplies/ works/ services/ consultancy contracts and conclude a contract if entrusted to them on the basis of their tender.
- 4.2 For the present tender the amount of EMD to be submitted is mentioned in the schedule of tender. No interest shall be paid on EMD.
- 4.3 Offers received without EMD shall be summarily rejected except for the bidders for whom provision for exemption is provided in the tender.
- 4.4 EMD can also be remitted by way of Insurance surety bonds/ NEFT / Demand Draft/ Bankers cheque or Bank guarantee drawn in favor of IREL (India) Limited payable on SBI, IRE Ltd Campus Branch, Matikhalo (Branch

code 6086)/ Indian Bank, Konamana Branch, OSCOM Complex , Matikhalo-761045, Dist-Ganjam (Branch code 1830).

4.5 EMD can also be submitted in the form of an irrevocable and confirmed Bank Guarantee valid for **120 days** from the date of opening of the bid. The Bank Guarantee shall be from State Bank of India including its subsidiaries or any Nationalized Bank or a Scheduled Bank authorized by Reserve Bank of India to issue such Bank Guarantee on a non-judicial stamp paper of value of Rs.200/- (Rupees Two Hundred Only). The stamp paper shall be purchased in the name of the Bank. In case of Foreign Bidder, the same shall be from reputed commercial bank of the bidder's country acceptable to IREL(India)Limited/ Reserve Bank of India which has to be confirmed by State Bank of India including its subsidiaries or any Nationalized Bank in India. BG issued from Co-operative banks shall not be accepted. The BG is to be submitted strictly as per Format-I of Annexure enclosed with this tender document. The Bank Guarantee for EMD shall also have provision for extension by the banker upon request by the bidder. The bidder shall arrange for extension of validity upon request from IREL(India)Limited. Further, the genuineness of the BG's shall be checked from the issuing bank by us.

4.6 **Exemption from payment of EMD:**

Public Sector Undertakings, State Government Undertakings are exempted from payment of EMD subject to approval of our Competent Authority. MSE/Small Scale Industries (SSI) with current valid registration with State or Central Govt. are also exempted from payment of EMD (after ensuring that the registration in case of SSI) pertains to the class of items/ stores/ works for which the tender is floated) subject to approval of our Competent Authority.

In case bidder seeks exemption from payment of the EMD as per tender provision, necessary valid documents shall be uploaded, failing which IREL(India)Limited reserves the right to reject the tender.

4.7 The earnest money shall be dealt with as follows:

- i) In case of unsuccessful tenderer it shall be returned without any interest within 30 days after finalization of order or such extended time as mutually agreed upon, on production of original Money Receipt, if any, issued by IREL(India)Limited.
- ii) In case of successful bidder (successful tenderer), it shall be adjusted without interest as Security Deposit if EMD is deposited by way of demand draft. If EMD is submitted by way of bank guarantee the same cannot be as such converted to BG for Security Deposit. It shall be returned on submission of fresh BG towards security deposit.

4.8 **EMD is liable to be forfeited if:**

- a. The tenderer indulges himself in any undesirable practice or malpractice.
- b. The tenderer during the tender validity period resiled from his offer or modifies the terms and conditions thereof in a manner not acceptable to M/s. IREL(India)Limited.
- c. The tenderer does not convey his written acceptance within a maximum period of 15 days of the purchase/work order placed on him by M/s. IREL(India)Limited.
- d. The successful tenderer does not deposit the security deposit within the stipulated period.
- e. The successful tenderer does not execute an agreement in stamp paper as per law for due fulfillment of the contract before the date specified for the purpose in the Letter of Intent or in the Work Order.

**5.0 SECURITY DEPOSIT, PERFORMANCE BANK GUARANTEE & RETENTION MONEY**

5.1 The successful tenderer (referred as successful bidder) is required to furnish Insurance surety bonds/ Demand draft/ Bankers Cheque or Bank Guarantee as per Format-II of Annexure, in favour of IREL(India)Limited, OSCOM, for an amount equivalent to **Five (5)** per cent of the contract value (Excluding Taxes ) towards Security Deposit (after adjusting EMD amount, if EMD is deposited by way of demand draft/ Bankers Cheque) towards the satisfactory performance of the contract, within 14 (Fourteen) days of the issue of order or commencement of work at site, whichever is earlier. The same is to be forwarded to I/C Purchase Department. However, if EMD is submitted in the form of Bank Guarantee, the same shall not be converted to SD BG and as such fresh Bank

Guarantee towards Security Deposit is to be submitted.

The SD shall not bear any interest, and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order. Additional amount of SD due to enhancement in scope of work is to be submitted by the successful tenderer.

## **5.2 Exemption from payment of SD:**

Public Sector Undertakings, State Government undertakings, may be exempted from payment of SD at sole discretion if IREL(India)Limited.

## **5.3 FORFEITURE OF SECURITY DEPOSIT**

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

- (i) In case of any failure whatsoever on the part of the Supplier/ contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.
- (ii) If the Supplier/ contractor indulges at any time in any subletting/ sub-contracting of any portion of the supplies/ works without approval of IREL(India)Limited.
- (iii) If the Supplier/ contractor abandons the supply /order.

## **6.0 PRICE PREFERENCE CLAUSES (This Being work contract excluded from the purview of public procurement policy for MSEs.)**

Benefits to Micro & Small Enterprises (MSE's) & Startup's:

The MSE's registered with National Small Industries Corporation (NSIC) / startup's as defined by relevant rules are eligible for the following benefits:

- (a) Issue of tender document free of cost
- (b) Exemption from payment of Earnest Money Deposit

The MSE's / Startups are required to **submit valid Registration Certificate** issued by NSIC along with tender. MSE's / Startup claiming the above benefits have to exclusively mention in their offer for consideration by IREL(India)Limited.

## **6.1 Relaxation of Norm for Start up and MSE in Public Procurement:**

1. Subject to meeting of Quality and Technical specifications, as per policy no 1 (2)(1)2016-MA Dt 10.03.2016 IREL(India)Limited may consider allowing the participation of "Start up"/ MSE companies with capability to execute the services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.
2. The bidder who intends to participate as "Start up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.
3. Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Startups/MSE as per the GOI guidelines.
4. However, there may be circumstances like procurement of items/services related to public safety, health, Core Operation critical security operations and equipment, etc wherein IREL(India)Limited reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Startup Companies as per GOI guidelines.
5. Startup Companies, who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.

## **6.2 DECLARATION IN CASE OF MSE BIDDERS/ START-UP COMPANIES**

In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs)/ Startups, we hereby declare as under

- a) We are a Micro / Small Enterprise, as on bid closing date of this tender.
- b) We are a service provider for quoted services and valid documentary evidence for same is submitted.
- c) MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.
- d) We are a 'Start-up' company and we are enclosing copy of certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.
- e) We declare the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.

Authorized Signatory  
(With Company Seal & Signature)

### **6.3 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES**

Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods, works and services from Micro and Small Enterprises

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply/execute a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply up to 25% of the total tendered value.

In case of more than one such Micro and Small Enterprises, the supply/services shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/MSEs owned by women. Further, the definition of MSEs owned by Women shall be as per the definition for MSEs owned by SC/ST entrepreneurs. The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

The MSEs owned by SC/ST entrepreneurs shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following :

- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.
- b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard. The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp. If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs. It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. IREL(India)Limited is already registered on the TReDS platform. You are requested to kindly register on the TReDS platform. The MSME vendors can avail the TReDS facility if they want to.

If against an order placed by IREL(India)Limited, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

#### **6.4 DPE instructions**

**IREL (India) Limited is onboard with TReDS platform of M/s RXIL for facilitating Bill Discounting for MSME's.**

**As per DPE/7(4)/2007-Fin dt 21/08/2020 , it is mandatory to get all the MSME vendors registered on the platform.**

**Vendors can get themselves registered at: <https://onboarding.rxil.in/customerapp/home>.**

**The registration fees of MSMEs on TReDS Platform is Free of Cost as per the new guidelines provided by SIDBI.**

**For any registration queries, vendors may please contact,**

**RXIL Relationship manager Mr. Manoj Kumar Parida: +91 9348683085, email: [manoj.parida@rxil.in](mailto:manoj.parida@rxil.in)**

**RXIL Relationship support manager Mr Bijay Das : +91 7008198572 email: [bijay.das@rxil.in](mailto:bijay.das@rxil.in)**

**IREL (India) Limited Nodal Officer Mr K.V Ramakrishna: +91 81049 97177 email: [kvramakrishna@irel.co.in](mailto:kvramakrishna@irel.co.in)**

#### **7.0 EFFECT AND VALIDITY OF BID:**

- (i) The submission of any bid connected with these documents and specifications shall constitute an agreement that the bidder shall have no cause of action or claim against IREL(India)Limited for rejection of his bid.
- (ii) The bid shall be valid for a period as mentioned in the Schedule of Tender.

#### **8.0 RIGHT TO REJECT THE TENDER:**

- (a) IREL(India)Limited reserves the right to reject any tenders whatsoever without assigning any reason thereof.
- (b) IREL(India)Limited. reserves the right to modify/ add/ reduce the scope, either in whole or in part any of the clauses mentioned herein without assigning any reason thereof. This right includes right of division of the work / bill of quantities among various tenderers to the advantages of IREL(India)Limited. The tenderers on their part shall accept such part offered by IREL(India)Limited. The splitting of the quantity amongst more than one tenderer can be in the ratio of 70:30/ 60:40 or more than two tenderers in the ratio of 40:30:30/50:25:25 with the rates offered by the overall lowest bidder.

#### **9.0 GST COMPLIANCE**

The supplier of goods or services or both shall indicate all the particulars/contents as required under CGST/SGST/IGST/UTGST provisions read with rules made there under including the following.

- I. Correct Name, Address and GSTIN of the supplier / Recipient
- II. Invoice should be raised as per the GSTIN format.
- III. Correct classification of supply of goods or service or both according to the provision as required in the statute.
- IV. The supplier / Contractor shall issue Original Copy of Tax Invoice to IREL(India)Limited based on which ITC can be claimed.
- V. Supplier / Contractor shall declare that supply date as mentioned in the invoice shall be disclosed in the concerned relevant month return.
- VI. Bidder shall declare that Supplier / Contractor will compensate the ITC if not allowed to IREL(India)Limited due to Non Disclosure or improper disclosure or wrong filing of GST returns.
- VII. The supplier of goods has to issue waybill as and when required as per the provisions of GST law for supply of goods.
- VIII. IREL(India)Limited reserves the right to deduct / withhold taxes as per prevailing provisions of GST Law.



#### **10.0 INSPECTION OF SITE AND OTHER CONDITIONS:**

Once the tenderer submits his bid, the following are fully understood by both the parties (i.e. IREL(India)Limited and the Tenderer) binding on them:

- (a) Before the tenderer submits his offer, the tenderer is deemed to have carefully examined the Technical Specification, General and Special Conditions of Contract and other details relating to tender requirement and fully acquaint himself as to all conditions and matters which may in any way affect the work or the cost thereof. The bidder shall be deemed to have obtained on his own and independently all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.
- (b) IREL(India)Limited shall not entertain any request for clarifications from the bidders regarding such local conditions. Any neglect or omission or failure on the part of the bidder in obtaining necessary and reliable information as stated above or on any other matter affecting the bidder shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the tender document.
- (c) The bidder shall be deemed to have acquainted himself with the Indian Income Tax Act, 1961, Indian Companies Act, 1956, Indian Customs Act, 1962, Indian Electricity Act 2003, Factories Act 1948, Indian Mines Act 1952, Pollution Control Regulation and other related Acts & Laws prevalent in India and as amended from time to time.

#### **11.0 NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:**

The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of tender, even though IREL(India)Limited may elect to withdraw the invitation to tender.

#### **12.0 RISK PURCHASE CLAUSE**

After award of the contract, if the tenderer fails to execute the supply as per tender or at any time repudiates the order, IREL(India)Limited have the right to forfeit the EMD and invoke the security deposit and execute the order from other agencies at the risk and cost of the tenderer. The cost difference between the alternative arrangements and total contract value will be recovered from the tenderer along with other incidental charges. In case of execution of order through alternative sources and if price is lower, no benefit on this account will be passed on to the tenderer.

#### **13.0 RELATED PARTY:**

Bids submitted by related parties in which there seems to be collusion are liable to be rejected. Parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the other party in making financial and /or operating decision.

#### **14.0 LEGAL JURISDICTION:**

Without prejudice Civil court of Chatrapur, Dist-Ganjam (Orissa-761020) shall have jurisdiction to deal with or to decide any legal issue or dispute whatsoever arising out of this tender.

**In case of any clarifications w.r.t the tender, Email may please be forwarded vide Email to [purchase1-os@irel.co.in](mailto:purchase1-os@irel.co.in).**



## 15.0 **ETHICS IN TENDERING & OTHER BUSINESS DEALINGS**

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 undertaking.

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

<b>Chairman &amp; MD</b> IREL(India)Limited 1207 VS Marg,Prabhadevi Mumbai 400 028 Ph.022-24225778 Email: <a href="mailto:cmd@irel.co.in">cmd@irel.co.in</a>	<b>Chief Vigilance Officer</b> IREL(India)Limited 1207 VS Marg,Prabhadevi Mumbai 400 028 Ph.022-24221068 Email: <a href="mailto:cvo@irel.co.in">cvo@irel.co.in</a>
<p>or</p> <p><b>Sri C V R Murty,</b> <b>GM &amp; Head, OSCOM</b> IREL(India)Limited, OSCOM, PO-Matikhalo, Dist-Ganjam, Orissa-761045. Ph: 06811-257890-95 Email: <a href="mailto:head-ireo@irel.co.in">head-ireo@irel.co.in</a></p>	

We assure you those 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 under taking and its violation will have consequences as per prevailing rule of the company.

Thanking you,  
For IREL(India)Limited,

Sd/-

**GM (Purchase) & I/c  
Marketing**

**16.0 UNDERTAKING TO BE SUBMITTED BY TENDERER**

*Date:*

*To*  
M/s.IREL(India)Limited OSCOM,  
Matikhalo-761045.

*I/ We ..... am/are a Vendor/ Customer of IREL(India)Limited.*

*I/We agree and undertake:*

- (i) 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 company and its field Unit namely OSCOM at Orissa,*
- (ii) To immediately report any gift and / or inducement sought by any employee of the company in exchange of the company and /or its field Units granting favour(s) to me/us in my/our dealings with the company and /or its field units.*

*Signature:.....*

*Name:.....*

*Address (with seal):.....*

# 17. DETAILS TO BE UPLOADED BY BIDDER

Sl no	Description	To be filled by Tenderer & relevant supporting documents to be uploaded.				
<b>General Information</b>						
A	Name of the organization participating in tender					
B	Name & Designation of the Contact person					
C	GSTIN No of the Organization					
D	Bank account details of the Organization					
E	Official correspondence Address					
F	Contact Details (Phone number & Email ID)					
G	MSME details of the Organization (if applicable)					
H	Vendor Code in case Bidder is registered with IREL(India)Limited, OSCOM					
<b>Pre qualification Documents : Technical Competence – execution of similar works</b>						
	Order No	Name of Client	Date of order	Value of work	Proof of Completion	Documents uploaded
1						
2						
3						
<b>Pre qualification Documents : Financial Competence</b>						
	Profit & Loss Account or Published Annual Account	2021-22	2023-23	2023-24	Documents uploaded	
1	Turnover in Rs Income from operations					
<b>Details of Other documents uploaded</b>						
1						
2						

**PRE-QUALIFICATION CRITERIA**

Tenderer should meet the following minimum pre-qualification criteria:

Sl No.	PQ criteria	Document required	Document submitting status (With page no. detail)
1	<b>Financial Soundness:</b> The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be 7.14 Lakhs.	Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate with UDIN from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria	1. Yes/ No 2. Page No. Details:
2	<b>Technical Competence:</b> Bidders should be experienced in having successfully executed similar works as detailed below in CPSUs / Central Govt. Dept./ State Govt./ Semi- Govt./ Autonomous bodies or private organizations during last seven (7) years ending the bid opening date and meeting the value requirement as below:  Execution of at least one order for "similar work for a value of not less than Rs. 20 Lakhs. OR  Execution of two orders for "similar works for a value each not less than of Rs. 12.5 Lakhs. OR  Execution of three orders for "similar works for a value each not less than of Rs. 10 Lakhs.  Definition of <b>Similar work(s)</b> : Engagement / Hiring/ Supply of Light of Motor vehicles (such as Maruti Suzuki/ Tata motors/ Hyundai/ Mahindra/ Toyota etc) in any industry or organization.  <b>NB:</b> For MSE bidders, past experience are relaxed. However, bidders have to establish their technical competency by submitting supporting documents towards successful execution of similar work for <b>any value</b> , failure to which the offer will not considered for evaluation.	Tenderers have to furnish documentary evidence in support of the qualification criteria from concerned authority / department/organization like Copy of work order(s)/ Purchase order(s) along with completion / Performance Certificate satisfying the Similar work.  OR  WO / SC along with certificate having UDIN from a practicing CA stating that the payment received and work completed on submitted work order.	1. Yes/ No 2. Page No. Details:

3.	<b>Concurrent commitment:</b> The bidder has to submit complete list of concurrent commitments on all jobs under execution by them, as per format given below, which will be taken into account to assess the spare capacity available with the bidder. If the annualized concurrent commitments of the bidder plus annualized estimated value of the work exceeds four times the average annual financial turnover during the last three financial years of the bidder, then the bid of such a bidder shall not be considered for further evaluation. Concurrent commitment of the bidder shall be evaluated as on the last day of the Month previous to bid due date, based on the confirmation/declaration of the bidders that they have disclosed all works being executed by them. Bidders shall exclude all stalled project for which there is no progress in last one year giving reason for no progress considering above cut-off date. In case any adverse report/complaint are received against bidder and on enquiry found correct, offer shall be rejected and bidder shall be liable for appropriate legal action. <b>Total of all balance value plus estimated bid value should be less than (Average financial turnover * 4)</b>	Bidder should upload the detail as per below table.	1. Yes/ No 2. Page No. Details:
----	---	---	---------------------------------------

**Concurrent Commitment format:**

Sl no	Organization	Name of work	Value of contract	Value executed till last month	Balance value to be executed
1					
2					
3					
	<b>Total of all balance value</b>				
	<b>Average financial turnover (last 3 financial years)</b>				

**The offers of the bidders who have defaulted in the past in execution of the contracts or in complying with the obligations as per the contract shall not be considered**

**EVALUATION BASIS FOR TENDER:**

- Evaluation of the technically qualified offers as per pre-qualification criteria shall be done based on the total landed price at IREL, OSCOM.
- Evaluation shall be done on overall L-1 basis after taking net of Tax Credit. Part A to Part D shall be based on "Fixed Rate" and Part E on "Rate per KM".
- MSME and startup enterprises shall be allowed relaxation on prior experience and turnover as per policy circular 1(2)(1) 2016-MA dated:10<sup>th</sup> March 2016.Provided they can prove that they are technically capable to deliver as per quality Specification.

- Parties who have defaulted in execution of contracts in previous instances at IREL (India) Limited, OSCOM shall not be considered.
  
- **As per para 5.4.6 on (Clarification of Bids/Shortfall Documents) of the Manual for Procurement of Works June,2022, issued by Ministry of Finance, Department of Expenditure:-** During evaluation and comparison of bids, the Procuring Entity may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by registered/ speed post, asking the tenderer to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. (Example: if the Permanent Account Number, GSTN number has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. **For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate can be asked for and considered. However, no new contract should be asked for so as to qualify the bidder.**
  
- **As per section 5.4.2 of Manuals for procurement of Works June,2022, the offer shall be declared as unresponsive and be ignored during the initial scrutiny if:**
  - i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document
  - ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
  - iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria (example: the tender enquiry condition says that the bidder has to be a enlisted contractor but the tenderer is not a enlisted contractor);
  - iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required performance security); or
  - v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the Procuring Entity's operators for operating the equipment. The tenderer has, however, quoted only for supply of the equipment) .
  
- **DECLARATION IN CASE OF MSE BIDDERS/ START-UP COMPANIES**

In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs)/ Startups, we hereby declare as under

  - a) We are a Micro / Small Enterprise, as on bid closing date of this tender.
  - b) We are a service provider for quoted services and valid documentary evidence for same is submitted.
  - c) MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.
  - d) We are a 'Start-up' company and we are enclosing copy of certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.
  
- Authorized Signatory  
(With Company Seal & Signature)
  
- **Blacklisting:**

The Bidder should not have been blacklisted as on the bid submission date by any Public Sector Undertaking (PSU) / Central or State Government in India / Central or State Government undertaking.

A self-certified letter that the bidder has not been blacklisted by an Authorized Signatory on the company's original letter head with signature and seal.
- Bidders should upload sign & seal copy of **Annexure-VII-A** towards their acceptance to all T&C of the tender. Otherwise, it will be presumed that they have acceptance to all T&C and there is no deviation.

**GENERAL CONDITIONS OF CONTRACT (GCOC)**

**1.1 Definition of Terms:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1.2 INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS**

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

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

xi) Works shown in the Drawing but not mentioned in the Specifications or described in the Specifications without being shown in the Drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the Drawings and described in the Specifications. Any amendment/change order issued by Employer upon signing of formal Contract shall take precedence over respective clauses of the formal Contract and its annexures.

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

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

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

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

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

### **1.3 SPECIAL CONDITIONS OF CONTRACT:**

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

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

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

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

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

## **2.0 GENERAL INSTRUCTIONS & OBLIGATIONS**

### **2.1 FORMATION OF CONTRACT:**

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

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

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

### **2.2 SIGNING OF AGREEMENT:**

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

### **2.3 ADDENDA/CORRIGENDA:**

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

### **2.4 SITE VISIT**

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

### **2.5 CONFLICT OF INTEREST**

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

### **2.6 ABNORMAL RATES:**

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

### **2.7 GENERAL OBLIGATIONS OF SERVICE PROVIDER:**

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

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

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

**2.7.3** Perform all other obligations, jobs / services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for providing necessary service as per the Contract.

**2.7.4** Be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.

**2.7.5** Give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period/DLP as Employer may consider necessary for the proper fulfilling of Service Provider's obligations under the Contract.

**2.7.6** Not disrupt the Services of the Employer being carried out by the Service Provider / and shall provide access for carrying out job/services to:

- Employer's personnel(s), and /or
- any other Contractor(s) / Service Provider(s) employed by Employer, and /or
- personnel of public authority(ies)/third party(ies)

**2.7.7** Further, the Service Provider shall execute the job carefully without causing damage to the existing facility(ies) and facility(ies) of third party(ies) and in case of such happening shall immediately bring to the notice of EIC..

**2.7.8** Further, the coordination and inspection of the day-to-day job under the Contract shall be the responsibility of the Engineer-in-Charge (EIC). The EIC or his authorized representative including any statutory authority shall at all reasonable times, have full power and authority to access and inspect the Services wherever in progress either on the Site or at the Service Provider's premises/workshops and the Service Provider shall afford or procure every facility and assistance to carry out such inspection. Such Inspection shall not release the Service Provider from any obligation under the Contract.

## **2.8 SERVICE PROVIDER's REPRESENTATIVE & PERSONNEL:**

**2.8.1** Service Provider shall appoint a person ("Service Provider's Representative") who shall be responsible for and authorized to represent it at all times during the progress of the Service and to receive and to act on any request made by Employer in the performance of the Service pursuant to the terms of this Contract.

**2.8.2** Service Provider's Representative shall have full authority to represent and bind the Service Provider in relation to any matter concerning the Service Provider's performance of the services under the Contract and Employer shall be entitled to rely on all the decisions of the Service Provider's Representative as if they were the decisions of the Service Provider.

**2.8.3** Service Provider's Representative shall supervise, coordinate and ensure the quality of all aspects of his obligations under this Contract. Service Provider shall not change its Representative without the prior approval of Employer.

**2.8.4** Service Provider's Representative shall liaise with Employer for the proper coordination and timely completion of the Services and on any matter pertaining to the same.

2.8.5 Service Provider's Representative shall extend full cooperation to Employer's representatives/inspector in the manner required by them for supervision/inspection/ observation of equipment, material, procedures, performance, reports and records pertaining to Services.

2.8.6 Service Provider's Representative shall have complete charge of his personnel engaged in the performance of the Service and to ensure compliance of rules and regulations and safety practice.

2.8.7 If the Service Provider's Representative is found not acceptable to the EIC, the Service Provider shall, as soon as practicable, having regard to the requirement of replacing him, after receiving notice of such withdrawal, remove the representative and shall not thereafter employ him again on the Services in any capacity and shall replace him by another representative acceptable to the EIC.

## **2.9 SERVICE PROVIDER'S EMPLOYEES / PERSONNEL:**

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

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

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

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

## **2.10 CONTRACT PERFORMANCE SECURITY (CPS):**

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

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

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

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

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

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

2.11.1 If the Service Provider refuses or fails to provide the Service or any part thereof with such diligence as will ensure its performance within the time specified in the Contract or extension thereof or fails to perform any of his obligation under the

Contract or in any manner commits a breach of any of the provisions of the Contract it shall be open to the Employer at its option by written notice to the Service Provider:

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

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

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

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

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

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

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

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

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

If in any case in which any of the powers conferred upon the Employer by clause

2.11 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Service Provider for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the Service Provider for

past and future compensation shall remain unaffected. In the event of the Employer putting in force the power under above sub-clause 2.11 (a) or

2.11 (b) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools and plants, materials and stores at the site thereof belonging to the Service Provider or procured by him and intended to be used for the execution of the Service or any part thereof paying or allowing for the same in account at the Contract rates or in case of these not being applicable, at current market rates to be certified by the EIC whose certificate thereof shall be final, otherwise the EIC may give notice in writing to the Service Provider or Service Provider's Representatives requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice). Failure of any action by the Service Provider for removal of material/tools/plant/store etc. within the period mentioned in notice of EIC, the Employer shall also be entitled to recover handling and storage charges @5% of the estimated value of material tools/plant/store for each month or part of a month without relieving the Service Provider from any other related liability.

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

#### **2.13 CHANGES IN CONSTITUTION:**

Where the Service Provider is a partnership firm, the prior approval of the Employer shall be obtained in writing, before any change is made in the constitution of the firm. Where the Service Provider is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such Service Provider enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the service hereby undertaken by the Service Provider. In either case if prior approval as aforesaid is not obtained, the Contract shall be deemed to have been allotted in contravention of clause 2.20 hereof.

#### **2.14 TERMINATION OF CONTRACT:**

##### **2.14.1 TERMINATION OF CONTRACT FOR DEATH**

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

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

If the Service Provider shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, Employer shall be at liberty to terminate the Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Service Provider or to give the Receiver or



Liquidator or other person, the option of carrying out the Contract subject to his providing a guarantee up to an amount to be agreed upon by the Employer for due and faithful performance of the Contract.

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

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

#### **2.14.4 TERMINATION FOR CONVENIENCE**

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

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

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

#### **2.15 AMOUNT PAYABLE IN CASE OF TERMINATION:**

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

#### **2.16 MEMBERS OF THE EMPLOYER NOT INDIVIDUALLY LIABLE:**

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

#### **2.17 EMPLOYER NOT BOUND BY PERSONAL REPRESENTATIONS:**

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

#### **2.18 FORCE MAJEURE:**

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

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

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

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

## **2.19 LIQUIDATED DAMAGES FOR DELAYED EXECUTION OF CONTRACT:**

i) 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.

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

## **2.20 ASSIGNMENT/SUBLET:**

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

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

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

## **2.21 DELAYS BY EMPLOYER OR HIS AUTHORISED REPRESENTATIVE:**

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

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

## **2.22 NO WAIVER OF RIGHTS:**

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

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

2.23.1 No interim payment certificate(s) issued by the EIC of the Employer, nor any sum paid on account by the Employer, nor any extension of time for execution of the service granted by Employer shall affect or prejudice the rights of the Employer against the Service Provider or relieve the Service Provider of his obligations for the due performance of the Contract, or be interpreted as approval of the Service done and no certificate shall create liability for the Employer to pay for alterations, amendments, variations or additional services not ordered, in writing, by Employer or discharge the liability of the Service Provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Employer.

#### **2.24 LANGUAGE AND MEASURES:**

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

#### **2.25 RELEASE OF INFORMATION:**

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

#### **2.26 COMPLETION PERIOD, CONTRACT PERIOD AND COMPLETION OF CONTRACT:**

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

#### **2.27 INDEPENDENT CAPACITY**

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

#### **2.28 NOTICE**

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

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

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

#### **2.29 CONFIDENTIALITY:**

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

### **2.30 INTELLECTUAL PROPERTY RIGHT:**

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

Subject to the confidentiality obligations, by signing the Contract, within the Contract Price, the Service Provider shall be deemed to give to the Employer a non-terminable, transferable, non- exclusive and royalty-free right to copy, use and communicate the Service Provider's documents for the operation, maintenance, repair of the Service and Statutory purposes, but not for any other purpose. Such documents of the Service Provider shall not be used, copied or

communicated to a third party by or on behalf of the Employer for the purposes other than those permitted, without the Service Provider's Consent.

## **3.0 PERFORMANCE OF SERVICE**

### **3.1 EXECUTION OF SERVICES:**

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

### **3.2 CHANGES IN SERVICES:**

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

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

### **3.3 ACTION AND COMPENSATION IN CASE OF POOR SERVICE:**

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

### **3.4 SUSPENSION OF SERVICES:**

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

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

### **3.5 DEFECTS LIABILITY PERIOD:**

3.5.1 The Service Provider unless otherwise specified elsewhere in the tender document shall guarantee the installation/Service for a period of 12 months/ (any period as specified) from the date of completion of Service mentioned in the Completion Certificate issued by the EIC. Any damage or defect that may arise or lie undiscovered at the time of issue

of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the Service Provider at his own expense as deemed necessary by the EIC. In case of default, the EIC may carry out such services by other service provider(s) and deduct actual cost incurred towards labour, supervision and materials consumables from any sums that may then be or at any time thereafter, become due to the Service Provider or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof. The decision of EIC in this regard shall be final and binding.

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

### **3.6 LIMITATION OF LIABILITY**

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

- (a) In the event of breach of any Applicable Law;
- (b) In the event of fraud, wilful misconduct or illegal or unlawful acts, or gross Negligence of the Service Provider or any person acting on behalf of the Service Provider; or
- (a) 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
- (b) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- (c) 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.

i) The Service Provider shall indemnify and keep the Employer harmless of all claims for damages to property other than Employer's property arising under or by reason of this agreement, if such claims result from the fault and/or Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representative of Sub-Service Provider.

#### **4.0 PAYMENT, INSURANCE AND TAXES**

##### **4.1 DEDUCTION FROM THE CONTRACT PRICE:**

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

##### **4.2 SCHEDULE OF RATES AND PAYMENTS:**

###### **4.2.1 SERVICE PROVIDER'S REMUNERATION:**

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

###### **4.2.2 SCHEDULE OF RATES TO BE INCLUSIVE:**

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

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

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary work (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores & appliances and such other items / equipments / materials as required for carrying

out the services by the Service Provider and all other matters in connection with each item in the Schedule of Rates and the execution of the Service or any portion thereof finished, complete in every respect and maintained as shown or described in the Contract Documents or as may be ordered in writing during the continuance of the Contract.

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

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

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

#### **4.2.5 SCHEDULE OF RATES TO COVER TAXES AND DUTIES:**

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

#### **4.2.6 SCHEDULE OF RATES TO COVER RISKS OF DELAY:**

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

#### **4.2.7 SCHEDULE OF RATES CANNOT BE ALTERED:**

For Service under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of services or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the Service Provider and agreed to by the Employer and cannot be altered. For lumpsum Contracts, the payment

will be made according to the Service actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of Service provided and preparing running account bill. Payment for any additional Service which is not covered in the Schedule of Rates shall only be released on issuance of Amendment to LOA/Contract by the Employer.

### **4.3 PROCEDURE FOR BILLING OF SERVICES:**

#### **4.3.1 BILLING PROCEDURE:**

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

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

#### **4.3.2 MODE OF MEASUREMENT:**

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

### **4.4 NOTICE OF CLAIMS FOR ADDITIONAL PAYMENTS:**



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

Employer to reject any such claim and no delay in dealing therewith shall be waiver by Employer of any of these rights in respect thereof.

4.4.2 Engineer-in-Charge shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, Service Provider shall be obliged to carry on with the Jobs/services during the period in which his claims are under consideration by the Employer, irrespective of the outcome of such claims, where additional payments for Services considered extra are justifiable in accordance with the Contract provisions, Employer shall arrange to release the same in the same manner as for normal job payments. Such of the extra services so admitted by Employer shall be governed by all the terms, conditions,

stipulations and specifications as are applicable for the Contract. The rates for extra services shall generally be the unit rates provided for in the Contract. In the event unit rates for extra services so executed are not available as per Contract, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for Services executed shall be derived by interpolation/ extrapolation of unit rates already existing in the Contract. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra service claim(s) of Service Provider, the decision of Engineer-in-Charge shall be final and binding on the Service Provider.

#### **4.5 INSURANCE:**

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

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

4.5.3 If the Service Provider neglects, fails, or refuses to obtain or maintain insurances required to be effected, or fails to provide certification etc., the Employer has the right to procure and maintain policies at Service Provider's expense plus administrative cost of 10% of the amount of Insurance premium.

#### **4.5.4 INSURANCE TYPES:**

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

a. Employee Compensation and Employer's common law liability insurance covering liability to employees of the Service Provider under the laws of their place or employment or place or injury, arising out of injury sustained in connection with any of the services. This insurance will be extended where submitted by law, to indemnify the Employer against any statutory liability which it may incur towards injured employees of the Service Provider. A proof of the same should be submitted to EIC for liability in line with Employees Compensation Act.

b. General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Service Provider required to fulfill the provisions under this Contract.

c. Service Provider's Equipment/Materials/Goods used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

d. Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.

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

#### **4.5.6 CERTIFICATE OF INSURANCE:**

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

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

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

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

#### **4.5.9 WAIVER OF SUBROGATION:**

All insurance policies of the Service Provider with respect to the operations conducted hereunder, shall be endorsed by the underwriter in accordance with the following policy wording: "The insurers hereby waive their rights of subrogation against any individual, Employer, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the Service Provider".

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

#### **4.6 TAXES AND DUTIES:**

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

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

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

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

#### **4.7 INCOME TAX:**

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

#### **4.8 STATUTORY VARIATIONS:**

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

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

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

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

#### **5.0 LAWS, HEALTH, SAFETY & ENVIRONMENT**

##### **5.1 LABOUR LAWS:**

- i) No labour below the age of 18 (eighteen) years shall be employed on the Job.
- ii) The Service Provider shall not pay less than what is provided under law to labourers engaged by him on the Job.

iii) The Service Provider shall at his expense comply with all labour laws and keep the Employer indemnified in respect thereof.

iv) The Service Provider shall pay equal wages in accordance with applicable labour laws.

vi) If the Service Provider is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Job under the Contract. Such fee/deposit shall be borne by the Service Provider.

vii) The Service Provider shall employ labour in sufficient numbers either directly or through Sub- Service Provider's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract while also ensuring that workman is not stressed due to long hour of working and to the satisfaction of the EIC.

vii) The Service Provider shall furnish to the EIC the distribution return of the number and description, by trades of the service people employed on the services. The Service Provider shall also submit to the EIC a true statements howing in respect of the second half of the preceding month and the first half of the current month.

The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

viii) The Service Provider shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Servicemen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating there to and rules made there under from time to time.

ix) The EIC shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Service Provider any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfilment of the Conditions of the Contract for the benefit of workers, non- payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

i) The Service Provider shall indemnify the Employer against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his Sub-Service Provider's.

## **5.2 SAFETY REGULATIONS:**

i) In respect of all labour, directly employed in the Service for the performance of Service Provider's part of this agreement, the Service Provider shall at his own expense arrange for all the safety provisions as per safety codes of acts as applicable.

ii) The Service Provider shall observe and abide by all fire and safety regulations of the Employer. Before starting service, Service Provider shall consult with Employer's safety Engineers or EIC and must make good to the satisfaction of the Employer any loss or damage due to fire to any portion of the service done or to be done under this agreement or to any of the Employer's existing property.

## **5.3 FIRST AID AND INDUSTRIAL INJURIES:**

i) Service Provider shall maintain first aid facilities for its employees and those of its Sub- Service Provider.

ii) Service Provider shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Employer prior to start and their telephone numbers shall be prominently posted in Service Provider's field office.

iii) All critical industrial injuries shall be reported promptly to Employer, and a copy of Service Provider's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer.

## **5.4 GENERAL RULES:**

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

#### **5.5 CARE IN HANDLING INFLAMMABLE GAS:**

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

#### **5.6 PRESERVATION OF PLACE:**

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

#### **5.7 ENVIRONMENT:**

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

#### **6.0 RESOLUTION OF DISPUTES/ ARBITRATION:**

6.1 The EMPLOYER and the CONTRACTOR shall make every effort to resolve amicably by direct informal, good faith negotiations any disagreement or dispute arising between them under or in connection with the Contract.

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

#### **6.3 LEGAL CONSTRUCTION:**

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

#### **6.4 ARBITRATION:**

a) All disputes and differences of any kind whatsoever arising out of or in connection with the contract or carrying out of the works (whether during the course of 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.

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 endeavors to prevent any riotous or unlawful behavior by or amongst his worker

a) been waived once and for all.

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

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

d) 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 63 including Arbitration under Clause 6.4.

**6.5 JURISDICTION:**

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

**SPECIAL CONDITIONS OF CONTRACT**

**1.0 GENERAL:**

The special conditions of contract shall be read in conjunction with the general conditions of Contract, Specifications or other supplementary documents detailing the work. Providing that where any provision of the General Conditions of Contract is repugnant to or at variance unless a different intention appears, the provision of the Special Conditions of Contract shall to the extent of such repugnance or variation prevail.

**2.0 TENDER RATES:**

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

**3.0 DURATION OF THE CONTRACT:**

This CONTRACT shall remain valid for a period of **Twelve (12) months** from the date of placement of Order or till completion of the tender value whichever is earlier. However, IREL(India)Limited reserves the right to terminate the contract at any time before the expiry of the normal tenure in case service is found to be deficient/ unsatisfactory

**4.0 PAYMENT TERMS:**

Our payment terms are “95% payment within 30 days on due certification of Bill/ running Account Bill by our Engineer-in-Charge. You shall submit to IREL account bill (also known as ‘Running account Bill’) showing the estimated contract value of the permanent work executed till the date of raising the bill accompanied by detailed measurements. You will be paid the amount admissible on the certificate of the engineer – in-charge the amount due to you on account of the estimated value of the permanent work executed at site, after deduction there from the amount already paid, the value of materials supplied by IREL (if any), Income-tax, works tax, or any other statutory dues as applicable.

In contract, where payment is made on progressive billing of supply made/ work executed, 5% of the bill value is to be retained at the time of making payment towards rectification/defective work/supply made as retention money.

- 1. Copy of RC Book of the engaged vehicle for confirming regarding CC and Month & Year of make
- 2. Copy of first party insurance
- 3. Cited copy by the user

You shall have to submit the Final bill immediately after completion of work but not later than a maximum period of 40 (forty) days after successful execution of work along with all relevant documents such as certified measurements, material reconciliation statement, statement of materials and scrap returned to stores, labour payment, PF clearance etc. If you fail to submit the final bill within the stipulated period then your claim for payment may not be considered.

The final bill shall be checked by Engineer-In-Charge within 20 days after its receipt and returned to you for corrections, if any are needed. You have to resubmit the bill with corrections within 20 days of its return by Engineer-In-Charge. The resubmitted bill shall be checked and paid within 30 days of its receipt.

TDS will be deducted by IREL(India)Limited from the bills of the contractor as per IT Act’1961 & GST act and rules.



- 4.1 No Mobilization advance will be paid.
- 4.2 No Secured advance will be paid for the work.
- 4.3 No other advance unless and otherwise stated elsewhere in the documents such as General Conditions of Contract, Special Conditions of Contract, etc. shall be payable.

#### **5.0 SECURITY DEPOSIT**

The contractor shall furnish Insurance surety bond/ Demand draft/ NEFT/ Bankers Cheque or Bank Guarantee as per Format-II of Annexure of NIT, in favour of IREL (India) Limited, for an amount equivalent to **(five) 5%** of the contract value excluding tax by way of Security Deposit towards the satisfactory performance of the contract, within 30 (Thirty) days of issue of this work order or commencement of work at site, whichever is earlier.

The total security deposit along with retention money shall be refunded/ returned after completion of a period of 03 months from the date of completion of maintenance of job on certification by Engineer-in-charge.

Alternatively, you on successful execution of work submit a performance BG for 5% amount valid for **6 (six)** months from the date of taking over the completed job by IREL(India)Limited. On submission of PBG as above the Security Deposit (either in deposit form or BG form) will be released. The SD along with retention money shall be returned **three months after completion of the contract** on submission of no due clearance.

**In case of any failure on the part of the Contractor in the performance of his part of the contract, the Security Deposit shall be forfeited.**

#### **6.0 PENALTY CLAUSE**

a) The vehicle shall report for duty as and when required including Sundays/Holidays also if required, without any additional charges. If the vehicle does not report for duty on Holidays/Sundays or any working day as per IREL requirement, IREL shall hire the vehicle from other sources and payment of hiring of vehicle shall be deducted from party's bill.

b) In case, the tenderer vehicle does not report for duty, and IREL hires a vehicle in lieu thereof, the actual hired amount shall be recovered from the successful tenderer from the monthly billed amount.

**If the manufacture Month and year of the engaged vehicle is found not later than January 2021 except the emergency situation, a penalty of Rs. 1000/- will be imposed (The contractor/owner shall enclose the copy of RC Book during submission of running/final bill.)**

**If the vehicle has not valid of first party insurance, a penalty of Rs. 5000/- will be imposed.**

**In case Driver is found under influence of alcohol, a penalty of Rs. 5000 /- shall be imposed on receipt.**

**In case written complaint is received, a penalty of Rs 1000 /- will be imposed.**

#### **7.0 DELAY IN MOBILISATION AND LIQUIDATED DAMAGES**

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract

value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value.

Note: Inexcusable delays of more than one-fourth (25%) of the completion period specified in the contract shall be treated as inordinate delay(s).

#### **8.0 SECURITY:**

The successful tenderer shall make his own reasonable arrangement for the safety of his vehicle. IREL will not be responsible for loss due to any reasons.

#### **9.0 MODE OF PAYMENT:**

All payment shall be released after deducting the following:

- (a) Compensation recoverable, if any.
- (b) Recoveries on account of IREL(India)Limited's facilities and services
- (c) Deduction towards retention money.
- (d) Deduction if any towards re-coupmnt of any amounts forfeited, adjusted, deducted out of security deposit.
- (e) Statutory deductions such as IT(TDS) as per rules in vogue.
- (f) Any other deductions.

**TECHNICAL SPECIFICATION****1.0 TERMS & CONDITIONS FOR OPERATING VEHICLES**

- (i) The Party/ Agency/ Contractor must provide/ supply good condition vehicle of manufacture/make later than January, 2021 having valid insurance and PUC certificate. It should be a registered taxi (Public carrier) only.
- (ii) In case of break down during journey, all repair (minor/ major) charges if any en-routes will be borne by the Party/ Agency/ Contractor.
- (iii) The vehicle must be maintained in good condition (colour, seat and seat cover, matting, shock absorbers, head lights, A/c, etc.). The Party/ Agency/ Contractor must ensure availability of standard safety features like safety belt, fire fighting measures etc, in the deployed vehicle.
- (iv) The driver should take the signature invariably from the user after completion of journey in the prescribed format. On the basis of entries on the log sheet/ trip slip, IREL shall release the payment accordingly.
- (v) Responsibility to get the format / duty slip signed by the authorised officer of IREL/ User solely rests with the driver/ successful tenderer. If the vehicle is being used by any outsider with IREL permission, it will be the responsibility of the driver/successful tenderer to obtain the endorsement of the concerned officer from IREL. In case of a break down, an alternative arrangement shall be made by the successful tenderer immediately and the vehicle shall report for duty at the given time and place.
- (vi) No Toll gate charge, parking charges, night halting charges, fuel cost, Ferry charges etc will not be paid extra. All quoted rate is inclusive of all charges excluding GST.
- (vii) Liability of payment of "Service-tax" as per applicable rates/rules/regulations shall lie with the owner of the vehicle over the total period of contract.
- (viii) IREL shall not be responsible for any loss/damage caused to the vehicle/driver or any third party in case of accident.
- (ix) The engaged/deployed driver should be wearing formal dress.
- (x) The Party/ Agency/ Contractor should keep 2 nos of water bottle (1 ltr), Napkin, Air freshener inside the engaged vehicle.
- (xi) The reading showing to the kilometer of vehicle must start from origin place of reporting.
- (xii) In case the company will hire the vehicle more than 1500 CC, it is mandatory to provide Turkish on the seats by the Party/ Agency/ Contractor.
- (xiii) On arise of emergency; the manufacturing year of vehicle shall be ignored.
- (xiv) The Party/ Agency/ Contractor must provide the vehicle with user within one hour after receipt of intimation in case of hiring the vehicle in emergency.

**2.0 Responsibility of the Drivers**

The tenderer should ensure the following before deployment of vehicle.

- i. The drivers must record the reading of kilometer of vehicle from origin place of reporting for which the driver must inform to the onboarded guest/officer.
- ii. The drivers with the vehicle shall report for duty having valid driving license/ tourist vehicle license issued by transport authorities, vehicle insurance certificate etc.

- iii. Vehicle must be filled up with fuel tank.
- iv. Driver should wear formal cleaned/ decent dress.
- v. The driver of the vehicle must have all the valid documents in his possession all the times, while plying the vehicle.
- vi. The vehicle should be defect free.
- vii. Drivers must always be available at the place where the car is parked. Violation of these instructions will be liable for action against successful tenderer.
- viii. Driver shall also ensure that he conducts himself in a proper and orderly manner at all times while on assignments under the contract resulting from this tender. Any misbehavior with guests/ officers/ staff will be viewed seriously and may lead to cancellation of the contract with warning in advance.
- ix. The driver engaged should be broadly aware of the major routes of local/ Bhubaneswar.
- x. Drivers should not have any criminal case (records) against him.
- xi. Driver should not use mobile while driving.
- xii. The driver must not influence under alcohol/ cigarette/ e-cigarette/chewing of tobacco.
- xiii. The vehicle must not carry any illegal items.

### **3.0 Cleanliness:**

The vehicle provided by the successful tenderer, shall be always in neat, clean and hygienic condition. The vehicle shall be properly serviced at regular intervals, seat cover upholstery and the vehicles shall be maintained in a proper condition.

### **4.0 Compliance with Acts/Rules:**

The successful tenderer shall ensure all the time proper safety of the persons carried by him in his vehicle. He shall also comply with all the Rules, Regulations, Notifications and Provisions of all the Acts pertaining to the operations of the Motor Vehicles.

### **5.0 Speed Limits:**

The driver of the successful tenderer's vehicle shall strictly observe the safe speed limits in the town, highways as decided by the statutory authority and shall not resort to any negligent/reckless driving.

### **6.0 Tea/Lunch Break:**

The driver of the vehicle shall be available in or around the vehicle at all times, and shall report for the assignments at a short notice. However, a tea/lunch break will only be allowed with prior permission of the concerned officer/user of the vehicle. Tea/lunch shall not be allowed to driver's residence during the duty period, and the vehicle should not be used for this purpose by the driver.

### **7.0 Consumption of Liquor:**

The successful tenderer shall ensure that the driver of his vehicle doesn't report for duty under the influence of liquor. He shall also ensure that he conducts himself in a proper and orderly manner at all times, while on assignments under the contract resulting from this tender, and any lapse in this regard leads to termination of contract without any notice in this regard and decision will be final and binding on the contractor.

**Bill of Quantity (BOQ)**

1. **The reading of Kilometers will be counted from IRE Housing Colony or OSCOM Plant if the vehicle will report in the respective places.**
2. **The reading will be counted from Berhampur if the vehicle will report at Berhampur**

**PART-A**

**If the vehicle will be hired upto 6 Hrs & running upto 60 Kms after reporting, the quoted rate will be inclusive of all costs such as fuel cost, Day/Night Charge/Toll Gate/Parking etc excluding GST**

Lot No.	Job Description	Qty	Fixed Rate for 6 hours and upto 60 KM	Rate for Extra Hours	Rate for extra KM
01	Engagement/Supply of AC Premium Sedan/ SUVs Vehicles (from 1001 to 1499 CC)	01			
02	Engagement/Supply of AC Multi-Purpose Vehicles(MPV) (More than 1500 CC)	01			
03	Engagement / Supply of Non-AC vehicles models of Mahindra Bolero or its equivalent	01			
04	Engagement / Supply of AC vehicles models of Mahindra Bolero or its equivalent	01			
05	Engagement AC vehicles of Winger/ Traveler (from 15 seater upto 21 seater)	01			

**PART-B**

**If the vehicle will be hired for beyond 6 Hours to 12Hrs & running beyond 60 Kms to 120 Kms after reporting, the quoted rate will be inclusive of costs such as fuel cost, Day/Night Charge/Toll Gate/Parking etc excluding GST**

Lot No.	Job Description	Qty	Fixed Rate for 6 to 12 hours and beyond 60 KM to 120 KM	Rate for Extra Hours	Rate for extra KM
01	Engagement/Supply of AC Premium Sedan/ SUVs Vehicles (from 1001 to 1499 CC)	01			
02	Engagement/Supply of AC Multi-Purpose Vehicles(MPV) (More than 1500 CC)	01			
03	Engagement / Supply of Non-AC vehicles models of Mahindra Bolero or its equivalent	01			
04	Engagement / Supply of AC vehicles models of Mahindra Bolero or its equivalent	01			
05	Engagement AC vehicles of Winger/ Traveler (from 15 seater upto 21 seater)	01			

## **PART-C**

**If the vehicle will be hired for beyond 12 Hours to 18 hours & running beyond 120 Kms to 180 Kms after reporting, the quoted rate will be inclusive of costs such as fuel cost, Day/Night Charge/Toll Gate/Parking etc excluding GST**

<b>Lot No.</b>	<b>Job Description</b>	<b>Qty</b>	<b>Fixed Rate for 12 to 18 hours and beyond 120 KM to 180 KM</b>	<b>Rate for Extra Hours</b>	<b>Rate for extra KM</b>
01	Engagement/Supply of AC Premium Sedan/ SUVs Vehicles (from 1001 to 1499 CC)	01			
02	Engagement/Supply of AC Multi-Purpose Vehicles(MPV) (More than 1500 CC)	01			
03	Engagement / Supply of Non-AC vehicles models of Mahindra Bolero or its equivalent	01			
04	Engagement / Supply of AC vehicles models of Mahindra Bolero or its equivalent	01			
05	Engagement AC vehicles of Winger/ Traveler (from15 seater upto 21 seater)	01			

## **PART-D**

**If the vehicle will be hired for beyond 18 Hours to 24 hours & running beyond 180 Kms to 299 Kms after reporting, the quoted rate will be inclusive of costs such as fuel cost, Day/Night Charge/Toll Gate/Parking etc excluding GST**

<b>Lot No.</b>	<b>Job Description</b>	<b>Qty</b>	<b>Fixed Rate for 18 to 24 hours and beyond 180 KM to 299 KM</b>	<b>Rate for Extra Hours</b>	<b>Rate for extra KM</b>
01	Engagement/Supply of AC Premium Sedan/ SUVs Vehicles (from 1001 to 1499 CC)	01			
02	Engagement/Supply of AC Multi-Purpose Vehicles(MPV) (More than 1500 CC)	01			
03	Engagement / Supply of Non-AC vehicles models of Mahindra Bolero or its equivalent	01			
04	Engagement / Supply of AC vehicles models of Mahindra Bolero or its equivalent	01			
05	Engagement AC vehicles of Winger/ Traveler (from15 seater upto 21 seater)	01			

## **PART-E**

**If the vehicle will be hired for 24 hours for running 300 KMs or more, the quoted rate will be inclusive of costs such as fuel cost, Day/Night Charge/Toll Gate/Parking etc excluding GST**

<b>Lot No.</b>	<b>Job Description</b>	<b>Qty</b>	<b>Rate per 1 KM</b>	<b>Rate for Extra up to 06 Hours</b>
01	Engagement/Supply of AC Premium Sedan/ SUVs Vehicles (from 1001 to 1499 CC)	01		
02	Engagement/Supply of AC Multi-Purpose Vehicles(MPV) (More than 1500 CC)	01		
03	Engagement / Supply of Non-AC vehicles models of Mahindra Bolero or its equivalent	01		
04	Engagement / Supply of AC vehicles models of Mahindra Bolero or its equivalent	01		
05	Engagement AC vehicles of Winger/ Traveler (from 15 seater upto 21 seater)	01		

**If the vehicle will be engaged for more than 24 hrs, the extra price will be given as per quoted rate for another upto 6 hours.**

**Techno- Commercial Terms for response by the participating bidders:**

<b>Sl No.</b>	<b>Techno- Commercial Terms</b>	<b>Response</b>
<b>1</b>	Bidder should carefully study the Technical specifications and General terms and conditions before participating in the tender. All terms and Conditions of the NIT including Corrigendum if any, shall be applicable.	<b>AGREE</b>
<b>2</b>	Bidder agrees to (i) 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 company and its field Unit namely OSCOM at Orissa, (ii) To immediately report any gift and / or inducement sought by any employee of the company in exchange of the company and /or its field Units granting favour(s) to me / us in my / our dealings with the company and or its field units	<b>AGREE</b>
<b>3</b>	Bidder agrees that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT, they will be suspended for the period of 3 years from participation in any future bids of IREL (India) Limited.	<b>AGREE</b>
<b>4</b>	Bidder certifies that they have not been declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Government Organizations, Public Sector Undertakings (PSUs), Autonomous Bodies, Private organizations etc. in India	<b>AGREE</b>
<b>5</b>	Bidder agrees to execute the work strictly as per the technical specifications and also to comply to the statutory requirements as required for execution of the work.	<b>AGREE</b>
<b>6</b>	Bidder agrees to upload the documents in proof of meeting the Pre-qualification criteria as called for in the tender	<b>AGREE</b>
<b>7</b>	Bidder agrees to Special Conditions of Contract	<b>AGREE with remarks</b>
<b>8</b>	Bidder agrees to submit the signed scanned copy of the Undertaking and details of bidder as per Annexure – I (points 16 & 17)	<b>AGREE</b>
<b>9</b>	<b>Contact details i.e. Name &amp; Designation of the Contact person Address Phone no. Email</b>	<b>Remarks</b>



**PRICE SCHEDULE****PART-A**

**If the vehicle will be hired upto 6 Hrs & running upto 60 Kms after reporting, the quoted rate will be inclusive of all costs such as fuel cost, Day/Night Charge/Toll Gate/Parking etc excluding GST**

<b>Lot No.</b>	<b>Job Description</b>	<b>Qty</b>	<b>Fixed Rate for 6 hours and upto 60 KM (A)</b>	<b>Rate for Extra Hours(A)</b>	<b>Rate for extra KM(A)</b>
01	Engagement/Supply of AC Premium Sedan/ SUVs Vehicles (from 1001 to 1499 CC)	01			
02	Engagement/Supply of AC Multi-Purpose Vehicles(MPV) (More than 1500 CC)	01			
03	Engagement / Supply of Non-AC vehicles models of Mahindra Bolero or its equivalent	01			
04	Engagement / Supply of AC vehicles models of Mahindra Bolero or its equivalent	01			
05	Engagement AC vehicles of Winger/ Traveler (from15 seater upto 21 seater)	01			

**PART-B**

**If the vehicle will be hired for beyond 6 Hours to 12Hrs & running beyond 60 Kms to 120 Kms after reporting, the quoted rate will be inclusive of costs such as fuel cost, Day/Night Charge/Toll Gate/Parking etc excluding GST**

<b>Lot No.</b>	<b>Job Description</b>	<b>Qty</b>	<b>Fixed Rate for 6 to 12 hours and beyond 60 KM to 120 KM (A)</b>	<b>Rate for Extra Hours(A)</b>	<b>Rate for extra KM(A)</b>
01	Engagement/Supply of AC Premium Sedan/ SUVs Vehicles (from 1001 to 1499 CC)	01			
02	Engagement/Supply of AC Multi-Purpose Vehicles(MPV) (More than 1500 CC)	01			
03	Engagement / Supply of Non-AC vehicles models of Mahindra Bolero or its equivalent	01			
04	Engagement / Supply of AC vehicles models of Mahindra Bolero or its equivalent	01			
05	Engagement AC vehicles of Winger/ Traveler (from15 seater upto 21 seater)	01			

**PART-C**

**If the vehicle will be hired for beyond 12 Hours to 18 hours & running beyond 120 Kms to 180 Kms after reporting, the quoted rate will be inclusive of costs such as fuel cost, Day/Night Charge/Toll Gate/Parking etc excluding GST**

<b>Lot No.</b>	<b>Job Description</b>	<b>Qty</b>	<b>Fixed Rate for 12 to 18 hours and beyond 120 KM to 180 KM (A)</b>	<b>Rate for Extra Hours(A)</b>	<b>Rate for extra KM(A)</b>
01	Engagement/Supply of AC Premium Sedan/ SUVs Vehicles (from 1001 to 1499 CC)	01			
02	Engagement/Supply of AC Multi-Purpose Vehicles(MPV) (More than 1500 CC)	01			
03	Engagement / Supply of Non-AC vehicles models of Mahindra Bolero or its equivalent	01			
04	Engagement / Supply of AC vehicles models of Mahindra Bolero or its equivalent	01			
05	Engagement AC vehicles of Winger/ Traveler (from15 seater upto 21 seater)	01			

**PART-D**

**If the vehicle will be hired for beyond 18 Hours to 24 hours & running beyond 180 Kms to 299 Kms after reporting, the quoted rate will be inclusive of costs such as fuel cost, Day/Night Charge/Toll Gate/Parking etc excluding GST**

<b>Lot No.</b>	<b>Job Description</b>	<b>Qty</b>	<b>Fixed Rate for 18 to 24 hours and beyond 180 KM to 299 KM (A)</b>	<b>Rate for Extra Hours(A)</b>	<b>Rate for extra KM(A)</b>
01	Engagement/Supply of AC Premium Sedan/ SUVs Vehicles (from 1001 to 1499 CC)	01			
02	Engagement/Supply of AC Multi-Purpose Vehicles(MPV) (More than 1500 CC)	01			
03	Engagement / Supply of Non-AC vehicles models of Mahindra Bolero or its equivalent	01			
04	Engagement / Supply of AC vehicles models of Mahindra Bolero or its equivalent	01			
05	Engagement AC vehicles of Winger/ Traveler (from15 seater upto 21 seater)	01			

## **PART-E**

**If the vehicle will be hired for 24 hours for running 300 KMs or more, the quoted rate will be inclusive of costs such as fuel cost, Day/Night Charge/Toll Gate/Parking etc excluding GST**

<b>Lot No.</b>	<b>Job Description</b>	<b>Qty</b>	<b>Rate per 1 KM(A)</b>	<b>Rate for Extra up to 06 Hours(A)</b>
01	Engagement/Supply of AC Premium Sedan/ SUVs Vehicles (from 1001 to 1499 CC)	01		
02	Engagement/Supply of AC Multi-Purpose Vehicles(MPV) (More than 1500 CC)	01		
03	Engagement / Supply of Non-AC vehicles models of Mahindra Bolero or its equivalent	01		
04	Engagement / Supply of AC vehicles models of Mahindra Bolero or its equivalent	01		
05	Engagement AC vehicles of Winger/ Traveler (from 15 seater upto 21 seater)	01		

- Tax should be mentioned in % only.
- If Separate tax is not mentioned in the price schedule, the rate quoted will be considered as inclusive of tax.
- Evaluation shall be done on overall L-1 basis after taking net of Tax Credit.
- In case a tie exist between two bidders on quoted price, preference will be given sequentially as per the below criteria.
  - (1) MSE
  - (2) GST
  - (3) Executing similar order with IREL since a period of ten years.
- The work is non-splitable or non-dividable amongst more than one bidder.

**Undertaking**

**Subject: Annual rate contract for hiring of vehicles.**

**Tender Reference No.20-33724**

I have read all the tender conditions including the GCOC, SCOC and Corrigendum, if any of the tender. I hereby confirm acceptance and compliance of all the conditions including GCOC, SCOC and Corrigendum, If any. I also confirm that all the product(s) offered is/are fully compliant with the specifications asked for in the tender, including the additional specification parameters incorporated in the tender.

**Sign and Seal.**

**Contractor Safety Management Policy****1. SCOPE:**

This policy is applicable to all the contractors and their employees working at IREL (India) Limited, OSCOM, Matikhalo. All the contractors are required to ensure that they and their employees comply with relevant safety requirements as mentioned in this Safety Policy depending on the nature of work. This policy is not a substitute to the statutory rules and regulations laid down by the Govt. of India, Govt. of Odisha, various statutory authorities and the prevailing IREL Safety policy. This is to further reinforce the prevailing practices to best safety practices at work site and for protecting the workmen from occupational health hazard and improving their safety and health status.

**2. REFERENCE:**

This document should be read in conjunction with the following:

- General Conditions of contract (GCOC)
- Special Conditions of Contract (SCOC)
- Job specifications

**3. SAFETY REQUIREMENTS FOR CONTRACTORS:**

Human lives are valuable. It cannot be paid off with any compensation. Particularly in industrial pretext, we are losing number of lives every year due to the accidents faced by the people. In most of the cases contractual labors are the majority of victim owing to their ignorance/ being unaware of safety rules, regulations at work site.

Emphasis has been given in 10<sup>th</sup> National Conference on Safety in Mines held on 26<sup>th</sup> and 27<sup>th</sup> November 2007 at New Delhi, 11<sup>th</sup> National Conference on Safety in Mines held on 4<sup>th</sup> and 5<sup>th</sup> July 2013 followed by 12<sup>th</sup> National Conference on Safety in Mines held on 28<sup>th</sup> and 29<sup>th</sup> January 2020 on **Contractor work vis-à-vis Safety**. It is clearly delineated the responsibility of prime employer, contractors and the employee.

Before participating in any contract, the contractor shall have to assess himself that, he has adequate knowledge and experience in the work asked for. He is familiar with the relevant parts of the statute, health and safety management system, maintaining various records under Mines Act 1952, Factories act 1948, Contract Labor (Regulation and Abolition) Act 1970, EPF and MP Act 1952, ESI Act 1948 and other applicable Act and Rules.

**4. Contractor's Responsibility:**

- a) Prepare written Safe Operating Procedure (SOP) for the works to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The contractor shall visit the work spot and discuss with the EIC and prepare the Site Specific Safety Plan (SSSP).
- b) Provide a copy of the SOP to the person designated for the work i.e. EIC / OIC who shall be supervising the contractor's work.
- c) Keep an up to date SOP and provide a copy of changes to a person designated for the work i.e. EIC / OIC.
- d) Ensure that all work is carried out in accordance with the statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
- e) For work of a specified scope/nature, develop and provide to the EIC / OIC a site specific code of practice.
- f) Any of the inspections that are performed by a contractor shall be stored in hard copy on site. These will be made available upon request from the EIC/OIC or IREL safety incharge.
- g) The Contractor shall perform daily safety inspections on the job site. Any deficiencies shall be corrected as soon as possible or protected until corrections can be performed.
- h) The weekly inspection report must describe any safety deficiencies and also identify a corrective action plan for any hazards identified in the report.
- i) The weekly inspection report shall be available for review by the EIC/OIC upon request.
- j) In the event that a hazard cannot be immediately and completely remedied, the Contractor must provide a means of protecting all personnel from exposure to the hazard until it can be corrected or otherwise immediately cease work in the affected area or cease the activity causing the hazard by informing EIC.
- k) All persons deployed by the contractor for working must undergo vocational training, initial medical examination, PME. The ID cards to be issued shall state the name of the Workmen, Name of the contractor, Blood group of the workmen and the work & its validity period indicating status of VT and IME. Height pass ID shall be separately colored. For all the contracts,

the contractual workers to be deployed in the mine or plant must undergo six days vocational training unless and otherwise relaxed in this regard.

- l) Every person deployed by the contractor must wear safety gadgets to be provided by the Contractor while working at the allotted area. If contractor is unable to provide, IREL shall provide the same on chargeable basis calculated @ 125% of the cost of the safety gadgets to be deducted from the Bills of the Contractor.
- m) The contractors engaged (for execution of works in mining and other associated works) shall submit to DGMS returns indicating- Name of his firm, Registration Number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT certificate, how many work persons under gone IME and type of medical coverage given to the work persons. The return shall be submitted quarterly (10<sup>th</sup> of April, July, October and January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- n) Contractor shall ensure that all his workmen are aware about the nature of risk involved in their work and have adequate training for carrying out their work safely. Such Safety Officers/ Supervisors appointed, shall be dedicated and responsible only for safety. They should not be given any other responsibility.
- o) The contractor shall provide safety data upon request during course of the contract. The safety data shall include:
  - Cumulative hours worked
  - Number of recordable injuries/illnesses
  - Number of lost time injuries/illnesses
  - Inspection information
  - If these values are more than zero, please include a brief statement on each individual instance and the outcome of it.

#### 5. **Appointment of Competent Person:**

The Contractor must appoint a Safety Officer/ Supervisors/ stewards to ensure the provision of safe practices are followed at work place and the persons employed by contractors are following the safety rules, regulations and gadgets strictly.

The scale of appointment of Safety officers/ Supervisors/stewards is given below based on the persons engaged by him

<b>No. of employees &lt; 30</b>	<b>One supervisor</b>
<b>No. of employees : 30 – 100</b>	<b>One safety officer plus Two supervisors</b>
<b>No. of employees : 101 – 250</b>	<b>Two safety officer and three supervisors</b>

#### **The basic qualification of Supervisors and Safety Officers:**

For Supervisor- Graduate in Science or Diploma in Mechanical/ Electrical/ Mining/ Civil with minimum two years industrial exposure.

For Safety Officer – Graduate in Engineering with post diploma/post graduate in Industrial safety or Diploma in Mechanical/Electrical/Mining/Civil with **minimum three** years of experience in industry and basic knowledge in Industrial Safety.

#### 6. **Duties and Responsibility of Safety Officers/Supervisors**

- a) All safety officers/ supervisors engaged by contractors shall ensure that, all the persons working under them are following and practicing the rules, regulation issued by the IREL and statutory authority from time to time.
- b) All the persons working under them are using the personal protective equipment supplied by the contractors and adhered to the normal safety rule of the company.
- c) Before starting the work, they should understand the job, nature of risk involved and its mitigation measures. They should submit a risk assessment/Job hazard analysis report to the engineer in charge prior to commencement of work.
- d) Before starting the work, ask for the site clearance from EIC. Once site clearance is achieved, barricade the area to check the inadvertent entry to the work site.
- e) Raise the safety work permit and ensure that due safety measures are taken, safety tags are attached, supply is isolated and locked, testing of isolation is carried out in your presence and satisfy himself that all precautions have been taken to make the area, installation, machineries safe to work. Once the maintenance is over or at the end of the day you should return the safety permit to EIC.
- f) To instruct the contract people fixing the guards in proper place, remove the scraps or additional materials from the work site to a safe distance before handing over the safety permit.
- g) To ask the contract people under your control to maintain good housekeeping.

- h) Any unsafe condition or practices noticed is to be addressed forthwith and information must be given to EIC.
  - i) Any safety appliances required for specialized work to be arranged or seek help from EIC to get the appliances.
  - j) To maintain a register of near miss incidents and accident on day to day basis and get it signed by EIC every day.
  - k) To arrange delivering pep/safety talks to workmen regularly prior to work.
  - l) To encourage your manpower to furnish constructive suggestion to improve safety standard at work place and discuss with EIC for implementation.
  - m) To ensure proper scaffolding while working at height. Obtain height pass and instruct workmen to use safety belts with anchorage. Fix the catch net where required.
  - n) To ensure the supply of proper tools and tackles for the work.
  - o) Any accident resulting in injury to workmen to be immediately reported to the EIC.
- 7. Employee's / Workmen's Responsibility:**
- a) A contractor's employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
  - b) An employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
  - c) An employee shall strictly adhere to the provision of rules, regulation, bylaws issued by the IREL from time to time.
  - d) No person shall interfere with, impede or obstruct any person in the discharge of his duties, nor shall he offer or render any service, or use any threat to any other person with a view to preventing him from complying with the provision of the rules, regulation, bylaws and orders made there under. If any persons who receive such offer or threat shall inform the EIC forthwith for further course of action.
  - e) No person shall, except with the authority of EIC, go in to any part of the plant other than that part of which he works.
  - f) No person shall sleep while on duty.
  - g) Every person receiving any injury in the course of his duty shall report to their supervisors, safety officers or contractor, who in turn arranges necessary first aid to the injured persons.
  - h) No person shall, while on duty throw any stone or missile with intent to cause injury, fight or behave in violent manner.
  - i) Every person shall use the safety gadgets during the work supplied by the contractor to them.
  - j) Smoking and chewing tobacco, being in state of intoxication etc is strictly prohibited inside the plant area.
  - k) No person shall negligently or willfully do anything likely to endanger life or health or negligently or willfully omit to do anything necessary for the compliance of safety.
- 8. General Obligation:**
- a) The Contractor shall maintain a record of register of his all machines, tools and tackles, lifting equipment, supports, welding machines, Gas cylinders, safety appliances or any other equipment or appliances belonging to him or hired to execute the job in the register. This register shall be subjected to audit or checked by the IREL official at any point of time. Every addition or deletion of equipment shall be certified and counter signed by the concerned EIC.
  - b) All lifting equipment kept under the custody of contractor shall be tested for safe working load test periodically and a record to be maintained to this effect.
  - c) All the lifting equipment shall be tagged properly for their easy identification.
  - d) Contractor using machineries shall maintain check list of their machines aligned with the requirement of OEM.
  - e) All web slings, wire rope slings shall be maintained in a good condition. Any sign of tear or worn out shall be rejected forthwith.
  - f) Wire rope of crane and hydra shall be checked regularly and replaced as per the OEM guide line. Any sign of deterioration of rope shall be replaced immediately. A record of rope replacement shall be maintained by the contractor.
  - g) All safety belts shall be suitably tagged indicating date of purchase and nos. Anchorage coupling and life line rope shall be checked regularly.
  - h) Ensure that all the moving machines are equipped with reversal audio alarm and fitted with rear view mirror/ camera.

- i) Contractor must supply approved safety equipment to his workmen.
- j) Contractor shall maintain daily check list for his equipment.
- k) Contractor shall maintain the medical checkup and training record of his workmen.
- l) The vehicles used shall be appropriate for the purpose, shall hold valid fitness certificates, registration, insurance, PUC etc as applicable and shall be maintained at the site office for inspection by EIC or any official.
- m) It shall be ensured that only competent persons are engaged in executing the works/ tasks/ jobs and wherever required shall hold valid licenses/ certificates as mentioned in the tender.
- n) The Contractor on request shall be provided space inside plant premises for construction of temporary sheds to be utilized for storing tools, tackles, personal belongings of their employees etc. However, the said space is to be made devoid of any constructions/ obstructions and returned back to IREL within 30 days of completion of the contract failing which ground rent @ Rs 1000/- per day shall be deducted from the bills due for payments.
- o) Record Keeping, Incident Reporting, & Major Accident Protocol: The contractor shall maintain records of safety training for their employees and shall document any incidents that occur on the Project (including near misses). The contractor shall notify the EIC immediately about any incident that occurs on the jobsite. In the event that significant injury to a person (worker or other member of community) or building damage has occurred, the contractor shall contact the EIC as soon as possible with initial details of the incident. The EIC will then initiate the appropriate accident protocols. The EIC reserves the right to hold a meeting with all responsible parties after an incident occurs to discuss its details, cause, and preventative measures contractors will implement going forward.
- p) The contractor shall ensure that their workmen while on duty in active zone of mine ( where active mining operations are carried out) shall not carry mobile phones. There shall be provision for safe keep storage of their mobile phones at a suitable place. In case of emergent situations the Mines Manager/EIC may allow any person or category of persons to carry mobile phones in such zones.
- q) The contractor shall not deploy a driver for long and extended hours of driving beyond 8 continuous hours and shall ensure rest interval of half an hour after 4 hours of continuous operations so as to avoid fatigue.
- r) EIC from IREL (India) Limited, shall have the right to stop the work of the contractor, if in his opinion, proceeding with the work will lead to an unsafe and dangerous condition. EIC shall get the unsafe condition removed or provide protective equipment at the contractors cost, whichever is applicable.
- s) Contractor shall devise a procedure on Accident Reporting. All accidents including Near Misses and property damages to be reported as per the IREL's Accident Reporting Procedure. All Accidents including Near Misses to be communicated immediately to EIC over telephone/ verbally, followed by a detailed written accident report. All accidents must be investigated, classified, analysed & comply with the recommendations to avoid its recurrence. Monthly Accident statistics must be developed and circulated. Contractor shall maintain a register of all such accidents.

**9. Operation & Maintenance:**

- a) All persons who work with electrical installation/equipment shall be aware of the electrical hazards, use of protective devices and safe operational procedures. They shall be given training in firefighting, first aid and artificial resuscitation techniques.
- b) The supervisor shall instruct the proper procedure, specify and enforce the use of necessary protective equipment such as adequately insulated pliers, screw drivers, fuse pullers, testing lamps and similar hand tools. Only wooden ladders shall be used to reach the heights in electrical work.
- c) No material or earth work shall be allowed to be dumped below or in the vicinity of the bare overhead line conductors.
- d) Separate work permits shall be issued for individual group leaders working on the same system which shall be returned after the completion of the work to Safety Supervisor and no system shall be energized without the clearance of Safety supervisor.
- e) Before any maintenance work is commenced on electrical installations/equipment, the circuits shall be de-energized and ascertained to be dead by positive test with an approved voltage testing device. Switches shall be tagged or the fuse holders withdrawn before starting the work. Adequate precautions shall be taken in two important aspects viz.
  - I) That there shall be no danger from any adjacent live parts and
  - II) That there shall be no chances of re-energization of the equipment on which the persons are working



- f) While working on or near a circuit, whenever possible the use of one hand may be practiced even though the circuit is supposed to be dead. The other hand may preferably be kept in pocket.
- g) When it is necessary to touch electrical equipment (for example when checking for overload of motors) back of the hand may be used. Thus, if accidental shock were to cause muscular contractions one would not 'freeze' to the conductor.
- h) Operation of electrical equipment shall be avoided when standing on wet floor or when hands are wet.
- i) Before blown fuses are replaced, the circuit shall be locked out and an investigation shall be made for the cause of the short circuit or overload.
- j) When two persons are working within reach of each other, they shall never work on different phases of the supply.
- k) When structural repairs, modification or painting work are to be undertaken, appropriate measures shall be taken for the protection of persons whose work may bring them into the proximity of live equipment/circuit.
- l) It shall be ensured that the insulation and wire size of extension cords are adequate for the voltage and current to be carried.
- m) While tapping electricity from the socket, plug top must be used. It shall be ensured that no extension boards are over loaded while tapping. Only standard three pin plugs shall be used for tapping electricity. Broken sockets/plugs shall be replaced immediately with good ones. Only joint free cables shall be used for connecting equipment/apparatus.
- n) Floors shall be kept free from trailing electrical cables to avoid tripping hazard.
- o) Power supply to all the machines and lighting fixture shall be switched off when not in use.
- p) Temporary electrical connections shall be removed as soon as the stipulated work is over. After completion of the works, the contractor shall dismantle the distribution boards and the other facilities he may have erected.
- q) Unauthorized tapping of power by others from distribution boards under the control of the contractor shall be prohibited at all circumstances.
- r) No flammable materials shall be stored in any working area near the switch boards.
- s) Safety work permits shall be used for switching off the main feeder and equipment by the contractor.
- t) "MEN ON LINE" "DO NOT SWITCH ON" "DANGER" or "CAUTION" board as applicable shall be used during maintenance works on the electrical equipment.
- u) The contractor shall implement the shutdown procedure with lockout and tag out systems with a provision of multiple lock displaying the person's name, designation and photo. When any switchgear cannot be locked out, the same shall be modified or replaced to make it capable of being locked.

For details you may obtain a copy of the manual from Safety department of IREL(India)Limited, OSCOM

#### **10. Excavation, Trenching and Earth removal:**

- a) A site clearance must be taken from EIC where it is proposed to carryout excavation, trenching and earth removal.
- b) Work Permit must be raised and obtained for any excavation or earth removal inside the plant premises from Engineer In-Charge, as the area of work has underground pipelines, cables etc.
- c) All trenches of 1.5m or more in depth shall at times be supplied with at least one ladder for each spacing of 3.0m in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1m above the surface of the ground for the movement of people.
- d) The sides of the trench which are 1.5m or more in depth shall be sloped at an angle of 45 degrees from horizontal or the width of the base shall not be less than the height to keep the sides secure and preventing any collapse of the trench or securely held by timber bracing (i.e. shoring of the excavated trench or pit should be done), so as to avoid the danger of sides from collapsing.
- e) The excavated material shall not be placed within 3m of the edges of the trench. Cutting shall be done from top to bottom. Under no circumstances under- cutting shall be done.
- f) The contractor shall ensure the stability and safety of the equipment engaged for the excavation, adjacent structures, services and the works if any.
- g) Excavation area shall be fenced off by railing and sufficient warning signals are displayed at site so as to prevent persons falling into the excavations.
- h) Wherever manual removal of earth is involved, earth shall be removed from the top by maintaining the proper slope equal to the angle of re-pose of the earth.
- i) Such work shall be constantly supervised by the contractor's competent persons.

**ARTICLES OF AGREEMENT**

ARTICLES OF AGREEMENT made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between M/s IREL(India)Limited(hereinafter referred to as contractee) and M/s \_\_\_\_\_ (hereinafter referred to as contractor, which expression shall include its successors and assigns) of the other part, WHEREAS the contractee is desirous that certain work should be carried out Viz \_\_\_\_\_ as envisaged in the Tender No: \_\_\_\_\_ and contractee has accepted a Tender by the contractor “ \_\_\_\_\_”.

NOW THIS AGREEMENT WITNESSTH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the General Conditions of contract (GCOC).
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - 1 Work Order (WO)
  - 2 Letter of intent (LOI)
  - 3 Contractors tender letter no. \_\_\_\_\_ dt. \_\_\_\_\_ to the extent accepted by IREL(India)Limited
  - 4 Special Conditions of contract.(SCOC)
  - 5 Technical Specifications
  - 6 General Conditions of contract. (GCOC)
  - 7 Invitation to Tender (NIT)
3. In consideration of the payments to be made by the contractee to the contractor as hereinafter mentioned, the contractor hereby covenants with the contractee to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
4. The contractee hereby covenants to pay to the contractor in consideration of the execution, completion and maintenance of the works, the contract price at the time and in the manner prescribed by the contract.
5. The contract will be deemed to have been entered into at Indian Rare Earths Limited, Matikhalo- 761045 (Ganjam) and all cases of action in relation to this contract will therefore be deemed to have arisen within the Jurisdiction of Chatrapur Court, Ganjam District (ORISSA). The contract shall be governed by the Indian Law for the time being in force.
6. The several parts of this contract have been read to us and fully understood by us.

AS WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Signed by the said in the presence of

\_\_\_\_\_  
Contractee (at Matikhalo, Dist-Ganjam, ORISSA)

Signed by the said in the presence of

\_\_\_\_\_  
Contractor (at Matikhalo Dist-Ganjam, ORISSA)

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(To be issued by approved Scheduled Banks)

**Format-II**

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

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

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

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

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

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

Notwithstanding anything to the contrary contained herein before :

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

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20--

\_\_\_\_\_ Bank

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

Bank's Common seal

**PROFORMA FOR BG FORMAT FOR SECURITY DEPOSIT**

(To be executed on non-judicial stamp paper of Rs.200/- (Rupees Two Hundred only) or as per appropriate Stamp Act.)

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

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

We \_\_\_\_\_ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from IREL (India) Limited stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by IREL (India) Limited by reason of breach of any of the terms and conditions of the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.

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

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

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

We \_\_\_\_\_ Bank, further agree that IREL (India) Limited shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by IREL (India) Limited against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said contract or for any forbearance, act or omission on the part of IREL (India) Limited or any indulgence by IREL (India) Limited to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relievingus.

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2017

\_\_\_\_\_ Bank

**Bid Securing Declaration Form**

Tender No.

Date:

To

M/s. IREL(India)Limited  
OSCOM, Matikhalo-761045.

I/we declare that:

I/we understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/we may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/ we are in a breach of any obligation under the bid conditions, because I/we

a) have withdrawn/ modified/ amended, impairs or derogates from the tender, my/ our Bid during the period of bid validity specified in the form of Bid; or

b)having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the instructions to Bidders.

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

Signed:

Name:

Address:

Duly authorized to sign the bid for or on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_

Corporate seal (where appropriate)

(Note: in case of a joint Venture, the Bid Securing Declaration must be in the name of all partners to the joint venture that submits the bid)