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

SCHEDULE OF TENDER

IREL Tender No.	IREL/RED/Udyogamandal/26-27/service 31
Name of Work	Transportation of Rare Earths Chloride Solution
Type of Tender	Open Tender, Single Stage Two Bid System Two cover System
Estimated Cost	Rs.1,15,20,000/- (Inclusive of all).
Earnest Money Deposit (EMD)	Rs.2,19,429/-
Validity of tender	120 days from bid due date
Pre-Bid Meeting	30-11-2026, 11.00 Hrs.
SD/PBG	5% of the contact value excluding GST
Contact details of tender inviting authority	HOD Purchase IREL (India) Limited, R E Division, Udyogamandal – 683 501, KERALA E-mail: purchase-red@irel.co.in Ph. No. 0484-2545199

NOTE

EMD EXEMPTION: For this tender under MSE category, only Service Providers for Services are eligible for exemption from EMD. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category with the bid otherwise offer will be rejected without any further clarification.

DISCLAIMER

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

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

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

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

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

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

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GENERAL INSTRUCTIONS TO BIDDERS

GENERAL

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

PREPARATION AND SUBMISSION OF BIDS

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

2) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

3) The Bids shall be prepared in two parts viz. PQ cum Technical Bid (Part-I) and Price Bid (Part-II). The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

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

PQ cum Techno-commercial bid (Part -I)

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

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

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

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

6) **METHOD OF SELECTION**:

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

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

7) **SPECIAL TERMS AND CONDITIONS**

7.1 **SITE VISIT**:

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

7.2 **EFFECT AND VALIDITY OF BID**:

(i) The submission of any bid connected with these documents and specifications shall constitute an agreement that the bidder shall have no cause of action or claim against IREL for rejection of his bid.

(ii) The bid shall be valid for a period of 120 days from bid due date.

7.3 **RIGHT TO REJECT THE TENDER**:

(a) IREL reserves the right to reject any tenders whatsoever without assigning any reason thereof.

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

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

i. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

ii. consult with any Bidder in order to receive clarification or further information;

iii. pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;

iv. retain any information and/ or evidence submitted to IREL by, on behalf of, and/ or in relation to any Bidder; and/ or

v. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder

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

7.4. **PRICES:**

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

7.5. **TENDER RATES**:

a) The rates quoted in the price schedule shall be in Indian rupees only. The quoted rates shall be firm throughout the period of Contract including extension of time, if any.

b) If the bidder submits abnormally low bid in combination with other elements of the bid which raises material concern as to the capability of the bidder to perform the contract at the offered price, the bidder shall be asked to provide detailed price analysis of the bid in relation to the scope, schedule allocation of risk and responsibilities and any other requirements of the bid documents. If the bidder fails to demonstrate its capability to deliver the contract at the offered price the price bid shall be considered un-responsive.

7.6 Vendor should be responsible for clearing and disposing of waste materials generated during at any stage of the contract

7.7. The Bidder must quote all the products as per the Tender. Partial Bids will be rejected.

7.8 Organization is the final authority to judge the tender called items and has every power - to accept or reject the same without assigning any reasons

7.9.1 **GUIDELINES FOR PROCUREMENT FROM MSEs**

1.0 Procurement from Micro, Small and Medium Enterprises (MSEs):
The Procurement Policy for Micro and Small Enterprises, 2012 [as amended time to time] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. In line with Government Policy, the prevailing guidelines in this regard as issued from time to time is to be strictly adhered to.

2.0 As per the Government notified Public Procurement Policy for Micro & Small Enterprises (MSE), it is mandated that 25% of procurement of annual requirement of goods and services will be sourced from the Micro and Small Enterprises.

3.0 In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25(twenty-five) per cent of total tendered value. The 25(twenty - five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.

4.0 Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent s reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price).However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSEs.

5.0 MSEs would be treated as owned by SC/ ST entrepreneurs:

a) In case of proprietary MSE, proprietor(s) shall be SC /ST;

b) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;

c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.

6.0 If subcontract is given to MSEs, it will be considered as procurement from MSEs.

7.0 In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.

8.0 Where any Aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.

9.0 **Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the policy.**

10.0 To reduce transaction cost of doing business, Micro and Small Enterprises is to be facilitated by providing them tender sets free of cost, exempting Micro and Small Enterprises from payment of Earnest Money (EMD), adopting e-procurement to bring in transparency in tendering process. However, exemption from paying Performance Security / Performance Bank Guarantee is not covered under the Public Procurement policy.

11.0 MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process, subject to meeting of quality and technical specifications. However, there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.) where the vendor having prior experience may be preferred rather than giving orders to new entities.

12.0 Payment to the MSME vendors is to be made within 30 days from the date of receipt and acceptance of goods/ services.

13.0 In case Bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the Bidder is to be asked for submitting the following along with tender:
Ministry of MSME has notified criteria for classifying the enterprises as Micro, Small and Medium Enterprises as combination of investment in Plant & machinery or Equipment and Turnover. Mandatory registration in Udyam Registration Portal for all new and existing MSME has been prescribed.

14.0 To enhance MSME competitiveness, the Government of India envisioned the Zero Defect Zero Effect (ZED) initiative to make MSME sustainable and transform them as National and International Champions. MSME Sustainable (ZED) Certification is an extensive drive to create awareness amongst

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

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

7.9.2 **RXIL (TReDS) PLATFORM**

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

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

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

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

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

For any registration queries, vendors may please contact,

RXIL Relationship manager Mr. Satyajeet Jathar: +91 99201 00784 / +91 9004100784 ***email:*** satyajeet.jathar@rxil.in
RXIL Relationship manager Mr Kirti musale : +91 90048 17501 ***email:*** kirti.musale@rxil.in

DTX - KreDX Platform Private Limited (the 5th TReDX Platform) – Registration Number-COL75X754M2W
Prathamesh Varose: +91 -8600273564 email: prathamesh.varose@kredx.com
Jason Chongtham: +91 -9600063327 email: jason@kredx.com

M1xchange

a. Registration Number –BUYER00047728
b. Contact Person: Mr. Ankit K. Singh, 9800250394, email: ankit.singh@m1xchnage.com

Invoicemart

a. Entity ID/Registration Number- 1000036436
b. Contact Person: Mr. Amith Dutta, 8600179668, email: Amit1.Dutta@invoicemart.com

C2treds (C2FO)

a. Registration Number: B0320250094
b. Contact Person: Ms. Monalisa, 9220407665, email: monalisa.das@c2treds.com

IREL (India) Limited Unit Administrator Mr. V A Anil Kumar : +91 9443482644 ***email : purchase-red@irel.co.in***
IREL (India) Limited Nodal Officer Mr. K.V.Ramakrishna: +918104997177 ***email:*** *kvramakrishna@irel.co.in*

7.9.3 **MAKE IN INDIA**

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

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

The bidder to provide needful certificate attached.

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

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

10.1 Earnest Money Deposit (EMD) is a deposit received from the tenderers in token of their earnestness in submitting their offer to undertake the supplies/works/services/consultancy contracts and conclude a contract if entrusted to them on the basis of their tender.

10.2 EMD is to be remitted by way of 'Insurance Surety Bonds' or 'account payee demand draft' or 'fixed deposit receipt' or 'bankers cheque' or 'Bank Guarantee from any scheduled commercial Banks' or "online payment' in favour of IREL. In case of online payment, bidders should submit the UTR no. enabling verification of receipt of the amount.

10.3 Government Body/Public Sector Undertakings may be exempted from payment of EMD with the approval of Competent Authority.

10.4 EMD amount in rupee value is to be mentioned as a fixed amount in the tender and not as a percentage of the estimated cost and no interest is payable on the EMD.

10.5 EMD shall be exempted to MSEs and Start-ups as per prevailing guidelines in this regard.

10.6 EMD is liable to be forfeited if:

a. The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening/ The tenderer impairs or derogates from the tender in any respect within the period of validity of the tender

b. The tenderer fails to accept the order when placed or fails to commence supplies/works/services after accepting the order.

c. In case bidder submits false/fabricated documents. d) In case bidder fails to submit SD as stipulated in the tender.

10.7 The offers received from tenderers without EMD and/or tender cost shall be summarily rejected except where an exemption is provided in the tender.

10.8 EMD may be adjusted against security deposit / performance security of the successful bidder. EMD of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. Bid security should be refunded to the successful bidder on receipt of performance security. However, in case of two stage bidding/ 2or 3 envelope bidding, EMD of unsuccessful bidders during first stage i.e. technical evaluation etc. should be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.

10.9 In case where the EMD is provided in form of BG in the prescribed format to be attached with the tender, the BG shall be obtained from a scheduled commercial Bank with validity of 45 days beyond final bid validity period.

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

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

a) For supply & service contract valued more than Rs.5 lakhs.

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

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

11.2 Submission of SD/PBG, if called for in the tender can also be paid through Insurance Surety Bonds" or „account payee demand draft" or „fixed deposit receipt from a Scheduled

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

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

11.4 BG format for security deposit is attached in Annexure-X/*/V.

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

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

12.0 **RETENTION MONEY**

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

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

13.0 **REFUND OF SD AND RETENTION MONEY**

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

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

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

14.0 FORFEITURE OF SD & RETENTION MONEY

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

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

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

15.0 Contractor shall furnish the PF registration details of proprietorship/ partnership /Company/AOP/BOP/HUF. The PF registration details shall be uploaded along with the technical bid.

15.0 REQUIRED DOCUMENTS TO BE SUBMITTED ALONGWITH TECHNO-COMMERCIAL BID

Sl. No.	Description	Up-loaded Yes /No
1	**PROOF OF SUBMISSION OF EMD / VALID EXEMPTION CERTIFICATE (If Applicable).**	
2	**DOCUMENTS AS PER PRE-QUALIFICATION CRITERIA (Annexure – I).**	
3	**DULY FILLED, SIGNED AND SEAL AFFIXED IREL TENDER DOCUMENTS (Annexure-II to XIII)**	
5	**COPY OF GST & PAN CERTIFICATES.**	
6	**PF Registration Details**	
7	**ANY OTHER DOCUMENTS AS PER TENDER CONDITIONS.**	

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

Purpose	Name	E-mail ID	Contact No.
For Technical Specification / Scope of work related query	Shri. Girish D Babu CM-Technical (Operation)	stores-red@irel.co.in	9447912190
For Bid/tender related query	Shri. V A Anil Kumar DGM-Technical (Purchase)	Purchase-red@irel.co.in	9443482644
	Shri. P Mohan Deputy Officer (Purchase)		0484-2545199
For Gem Tender related query	Smt. Usha Kumari Senior Purchase Assistant	redsrv@gmail.com	9947737790
For Consignment/Goods Transportation related query	Shri. Girish D Babu CM-Technical (Operation)	stores-red@irel.co.in	9447912190
For Payment/refund related query	Shri. Goutam Samui, DGM-Finance	finance-red@irel.co.in	0484-2546909

Annexure – I

PRE-QUALIFICATION CRITERIA (PQC)

1 Experience in Transportation of Chemical Solutions: The bidder should have experience in the successful execution of interstate transportation of Rare Earth Chloride (RE Chloride) Solution / Chloride Solution / Hydrochloric Acid/ Hydrochloric Acid solutions/any other Acid Solution for Public Sector Undertakings, Central/State Government Organizations, Quasi-Government Organizations or reputed Private Organizations during the last seven years ending 31.03.2026.

The bidder shall submit documentary evidence in support of the above Pre-Qualification Criteria, such as copies of Work Orders along with proof of execution in the form of Invoices, Work Completion Certificates.

2. The bidder shall have successfully completed the transportation works involving RE Chloride Solution / Chloride Solution / any other Acid Solution during the last seven years ending 31.03.2026:

a) Three completed works each costing not less than Rs.46.08 Lakhs

OR

b) Two completed works each costing not less than Rs.57.60 Lakhs

OR

c) One completed work costing not less than Rs.92.16 Lakhs

3. **Financial competency**

The average turnover of the bidder shall not be less than Rs.34.56 lakhs during past three consecutive financial years ending March, 2026. To verify the turnover, the bidder has to submit P&L account statement/ Balance sheet/CA certified turnover certificate of the above periods.

SPECIAL CONDITIONS OF CONTRACT (SCOC)

1.0 SCOPE OF WORK

1.1 Loading and transportation of Rare Earth Chloride Solution (pH of solution: 3.0–4.5) from IREL (India) Limited, OSCOM Unit, Matikhalo, Ganjam, Odisha, to IREL (India) Limited, RED Unit, Udyogamandal, Ernakulam, Kerala, on a door-delivery basis. The transportation shall be carried out in suitable road tankers having a capacity of approximately 30 MT per tanker. The inside surface of the tankers shall be properly rubber-lined and suitable for transporting Rare Earth Chloride Solution. Loading of the solution into the tanker at the loading point shall be carried out by the transporter, and unloading at the destination point shall be within IREL's scope.

1.2 The material to be transported belongs to IREL (India) Limited, and the transportation is not on a commercial sale basis.

1.3 The transporting contractor shall agree to comply with the following instructions for transportation of the material:

a) Loading of Rare Earth Chloride Solution at IREL (India) Limited, OSCOM Unit, Matikhalo, Ganjam, Odisha, shall be carried out by the transporter. Any equipment, accessories, manpower or other arrangements required for loading shall be the responsibility of the transporter and shall be included in the quoted rates. "Although lodging arrangements fall within the scope and responsibility of the transporter, the loading activity shall be carried out with the consent and in coordination with the responsible officer of IREL,REEP,OSCOM "

b) The material shall be transported and delivered at the destination within a reasonable time without abnormal delay. In the event of abnormal delay, vehicle breakdown or engine failure, the transporter shall immediately inform the Officer-in-Charge (OIC), IREL (India) Limited, and provide daily updates until delivery is completed.

c) Transshipment of the solution from one tanker to another shall not be permitted under normal circumstances. However, in the event of major mechanical failure or an accident, transshipment may be carried out only with the prior permission of the Officer-in-Charge, IREL (India) Limited, ensuring that the material is not contaminated or lost during the process.

d) The transporter shall ensure that the tanker is leak-proof, properly maintained and suitable for carrying Rare Earth Chloride Solution. All valves, manholes, discharge arrangements and other fittings shall be maintained in proper working condition to prevent leakage or spillage during transportation.

e) The transporter shall ensure that the inside of the tanker is properly rubber-lined and in good condition before loading. The rubber lining shall be chemically compatible with the Rare Earth Chloride Solution and shall not cause contamination or deterioration of the material during transportation.

f) The tankers deployed for this contract shall be exclusively used for the transportation of Rare Earth Chloride Solution belonging to IREL (India) Limited during the entire contract period. No other chemicals, solutions or materials shall be transported in these tankers during the contract period.

g) The transporter shall ensure that the tanker is clean and free from any foreign material or residue before loading. The transporter shall also ensure that no contamination occurs during loading, transportation and delivery.

h) **The transporter shall intimate the status of every loaded tanker on a daily basis**, preferably every morning, until it reaches IREL RED Unit, Udyogamandal. The updates shall be sent to stores-red@irel.co.in.

i) The transporter shall take all necessary precautions to prevent leakage, spillage, contamination or loss of the solution during transportation. Any loss or damage arising due to negligence or improper handling on the part of the transporter shall be to the account of the transporter.

j) In case of delay exceeding 9 days after loading of the tanker, excluding the day of loading, due to reasons not considered genuine, acceptable or satisfactory for IREL, a penalty of Rs. **2,000/- per day** per tanker shall be levied and deducted from the Transporter's bill.

k) The Transporter shall be required to promptly acknowledge all communications issued by the IREL (India) Ltd in connection with the contract and transportation activities, whether conveyed through telephone, electronic message, or email. Any failure to provide such acknowledgement shall be

deemed a violation of the terms and conditions of the contract and shall be viewed seriously, attracting appropriate action as deemed fit by the Company.

l) The tanker deployed for transportation of RE Chloride Solution shall be MS rubber-lined. The rubber lining shall be inspected once every six months for any defects or leakage by conducting a suitable spark test. A valid inspection certificate confirming the satisfactory condition of the rubber lining shall be submitted along with every load.

m) The transporter shall bear full responsibility for any accident, spillage, leakage, damage or other untoward incident occurring during transportation of the material from the loading point to the destination. The transporter shall be responsible for all consequences, including damages, claims, compensation and liabilities arising therefrom, without any financial liability to IREL, subject to applicable laws.

n) The transporter shall maintain valid comprehensive insurance coverage for the tanker and separate Public Liability Insurance during transportation.

o) Every tanker deployed shall be equipped with a suitable first-aid kit and a portable fire extinguisher in the driver's cabin. The safety equipment shall be maintained in good working condition throughout the contract period.

p) The driver deployed for transportation shall possess a valid driving licence with the required authorization for operating the tanker carrying hazardous chemicals, as applicable under statutory regulations. The driver shall also undergo appropriate training in hazardous chemical handling, transportation safety, emergency response and spill management.

q) The transporter shall arrange for the return transportation of rejected RE Chloride Solution from RED Unit to OSCOM using the same tanker after unloading the material at RED Unit, as and when required by IREL, most probably once in a quarter

2.0 TRANSIT INSURANCE

2.1 Transit insurance shall be arranged by the transporter, covering the full value of the Rare Earth Chloride Solution entrusted for transportation, including any loss or damage during transit. The transporter shall be responsible for any loss or damage not covered by the insurance policy.

3.0 QUANTITY

3.1 The required tanker capacity shall be approximately 30 MT per tanker. The actual number of trips shall depend on the quantity of material available for dispatch and the requirement of IREL RED Unit.

3.2 The total quantity to be transported during the contract period shall be tentative and shall be determined based on the actual requirement and availability of material at IREL (India) Limited, OSCOM Unit.

3.3 IREL (India) Limited reserves the right to utilize the full quantity or only a part thereof, depending on the availability of material at IREL (India) Limited, OSCOM Unit, and the requirement of RED Unit. The contractor shall not have any claim whatsoever against IREL (India) Limited on account of non-utilization of the entire tentative quantity.

4.0 PERIOD OF CONTRACT

4.1 The period of the contract shall be one year from the date of issue of the work order.

4.2 Seven days from the date of dispatch/posting of the work order/letter by IREL shall be considered for receipt of the work order/commencement of the contract unless proven otherwise by the contractor.

5.0 PAYMENT TERMS

Payment shall be released for the quarterly received at IREL (India) Limited RED within 30 days after completing each trip load and effecting delivery at destination on submission of clean receipt of bill duly certified by OIC. Tax applicable will be paid directly by IREL (India) Limited to Government

P**ayment will be released for the quantity received as per** IREL (India) Limited**, RED weighbridge record**

6.0 PENALTY FOR DELAY IN TRANSPORTATION

6.1 In case of delay exceeding 9 days after loading of the tanker, excluding the day of loading, due to reasons not considered genuine, acceptable or satisfactory for IREL, a penalty of Rs. **2,000/- per day** per tanker shall be levied and deducted from the Transporter's bill.

7.0 OFFICER-IN-CHARGE (OIC)

Shri. Girish D Babu, Chief Manager –Technical (Operations) will be the OIC for this work.

8.0 OTHER CONDITIONS OF THE CONTRACT

8.1 For transportation of the material from IREL (India) Limited, OSCOM Unit, Matikhalo, Ganjam, Odisha, the successful tenderer will be given, as far as possible, 24 hours' advance notice. Such notice may be given either in writing or over the telephone. The successful tenderer shall arrange suitable rubber-lined tankers and transport the material as instructed by IREL regarding the place, date and time of loading. Any loss or damage arising due to delay or failure on the part of the transporter to comply with such instructions shall be made good by the transporter.

8.2 In case of failure or delay on the part of the contractor in carrying out the transportation work as per the instructions of IREL, the Company shall be free to make alternate arrangements and debit the additional charges incurred thereon to the contractor.

8.3 The quantity to be transported and the required number of tankers shall be intimated to the contractor by the Company as and when required.

8.4 The contractor shall undertake all reasonable and necessary precautions to safeguard the material entrusted to them for transportation. Any loss, leakage, spillage, contamination or damage sustained by IREL due to any act of commission or omission on the part of the contractor or their employees/agents shall be made good by the contractor.

8.5 The contractor shall be responsible for obtaining all necessary permits, statutory documents and clearances required for the transportation of the material through inter-state check posts and for complying with all applicable statutory requirements.

8.6 IREL reserves the right to reject any or all tenders, cancel the tender or terminate/cancel the contract without assigning any reason. In such cases, the bidder/contractor shall not have any claim whatsoever against IREL (India) Limited.

8.7 If the performance of the contractor is found unsatisfactory, the contract shall be terminable by IREL by giving 15 days' notice.

8.8 During the period of the contract, the quoted rates shall remain firm and no escalation shall be considered on any account.

8.9 In matters which have not been specifically provided for or clarified in the terms and conditions stated above, the contractor shall abide by the decision of the Company

8.10 Requests for enhancement of the quoted rates due to any increase in lorry hire charges, operating expenses, labour charges, diesel prices or any other expenses during the contract period shall not be considered under any circumstances.

8.11 In the event of any delay in loading/unloading the material at the loading/unloading point due to reasons beyond the control of IREL (India) Limited, the contractor shall not make any claim towards lorry detention or halting charges.

8.12 All information, documents, records and details relating to the material, its quantity, quality, specifications, source, destination, transportation schedule and other operational requirements provided by IREL shall remain the exclusive property of IREL. The transporter shall maintain strict confidentiality of such information and shall not disclose, communicate, share or transfer the same to any third party without prior approval from IREL.

8.13 The transporter and its employees, drivers, agents and subcontractors shall maintain the highest standards of integrity and confidentiality while executing the contract. Any unauthorized disclosure, misuse or sharing of company-related information shall be treated as a breach of contractual obligations, and IREL shall be entitled to initiate appropriate contractual and legal action.

8.14 The transporter and its personnel shall strictly follow the safety, security and operational instructions issued by IREL from time to time. Any violation of such instructions shall be viewed seriously and appropriate action shall be initiated as per the terms and conditions of the contract.

8.0 PENALTY for Non-Submission of SECURITY DEPOSIT

8.1 In the event of failure to submit the Security Deposit by the Vendor/ Supplier within the stipulated period, a penalty of 10% pa shall be levied for delayed remittance of Security Deposit by the Vendors/ Suppliers.

9.0 PRE-BID MEETING

9.1 The pre bid meeting shall be conducted on 30/11/2026, 11.00 Hrs.as online/offline at IREL, RED, Udyogamandal. Online details will be send to the party based on the response through mail by the bidder to IREL.

9.2 pre-bid meeting is to clarify the scope of work, technical requirements, terms and condition of the tender, and to address queries raised by prospective bidders before submission of their bid.

Annexure – III

BILL OF QUANTITIES (BOQ)

Sl. No.	Description of work	Quantity	Unit
1.	Loading and transportation of Rare Earth Chloride Solution (pH 3.0–4.5) from IREL (India) Limited, OSCOM Unit, Matikhalo, Ganjam, Odisha, to IREL (India) Limited, RED Unit, Udyogamandal, Ernakulam, Kerala, on a door-delivery basis, using suitable rubber-lined road tankers of approximately 30 MT capacity. Loading at the source shall be the responsibility of the transporter and unloading at the destination shall be within IREL's scope. Approximately 120 ton per month.	1440	Ton

NOTE: This being RCM basis the GST will be paid by IREL directly. The applicable GST on Reverse Charge Mechanism (RCM) basis shall be paid by IREL directly to concerned authorities, but the GST amount to be included in the rates.

DETAILS TO BE FURNISHED ALONG WITH THE OFFER

Sl. No.	Item Description	GST in %	HSN Code
1	Loading and transportation of Rare Earth Chloride Solution (pH 3.0–4.5) from IREL (India) Limited, OSCOM Unit, Matikhalo, Ganjam, Odisha, to IREL (India) Limited, RED Unit, Udyogamandal, Ernakulam, Kerala, on a door-delivery basis, using suitable rubber-lined road tankers of approximately 30 MT capacity. Loading at the source shall be the responsibility of the transporter and unloading at the destination shall be within IREL's scope. Approximately 120 ton per month.		

Annexure - IV

TECHNICAL DEVIATION STATEMENT FORM

Tender No. / Date:

Name of Work:

The bidder has to quote as per technical specification and requirement of the bid. No deviation is expected. However, in case of any deviation, the same has to be recorded clearly in the technical deviation statement form.

The following are the particulars of deviations from the requirements of the Tender specifications.

CLAUSE	DEVIATION (Including Justification)	REMARKS

Signature & Seal of the Tenderer

Dated:

Note:

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

b. The technical specifications furnished in the Tender document shall prevail over those of any other document forming a part of our Tender, except only to the extent of deviations furnished in the statement.

"ETHICS IN TENDERING & OTHER BUSINESS DEALINGS"

Dear Sir,

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

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

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

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

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

Thanking you,

For IREL (India) Limited

Sd/-
Name V A Anil Kumar
Designation Chief Manager- (Technical (Purchase)

Annexure-VI

UNDERTAKING TO BE SUBMITTED BY BIDDERS FOR ADOPTING ETHICAL PRACTICES

Date:

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

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

I / We agree and undertake:

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

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

Signature……

Name……..

Title……

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

Annexure - VII

EMD DECLARATION

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

Place:

Signature of tenderer:

Full Address:

IREL Bank Details

Name of Bank	State Bank of India, Udyogamandal Branch, Udyogamandal
Account Type	Current Account
Name of beneficiary	**IREL(India) Limited**
Account Number	**57017844321**
IFSC Code	**SBIN0070158**
MICR Code	**682002926**

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

redsrv@gmail.com

Email should contain the following details

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

Annexure - VIII

DECLARATION – NON-BLACKLISTING

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

To,

DGM (Purchase)
IREL (India) Limited
R E Division, Udyogamandal – 683 501
KERALA

Sir,

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

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

Thanking you,

Yours faithfully,

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

Date:

Place:

Annexure to Bid Form: Eligibility Declarations

Tender Document No.

Tender Title:

Bidder's Name:

Bidder's Reference No. Date:

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

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

Penalties for false or misleading declarations:

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

(Signature of the Bidder, with Official Seal)

Annexure – X

CONTRACTOR ENROLMENT/ REGISTRATION FORM

1. NAME :

2. ADDRESS :

3. E-MAIL/ MOBILE :

4. INSURANCE DETAILS :

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

5. LABOUR LICENSE DETAILS:

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

SIGNATURE OF CONTRACTOR

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

GENERALCONDITIONSOFCONTRACT (GCOC)

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Acceptance of GENERAL CONDITIONS OF CONTRACT (GCOC) Sl.no. 1 to 6

Signature & Seal of the Tenderer

Dated:

DEFINITIONS & INTERPRETATIONS

SECTION – I

1.1 Definition of Terms:

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

"Approved" means approval in writing including subsequent written confirmation ofprevious 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 forexecution 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 numberof 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 PublicSector 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 tothe 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 b emaintained in the metric system.

"Mobilization" means stabilizing adequate infrastructure at designated Site comprising ofEquipment, 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 oflife 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 thecase 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 theEmployer 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 requisiteservices to Employer.
"Site" means the place(s) provided by the Employer where the Services are to be carriedout/executed and any other place(s) as may be specifically designated in the Contract asforming part of the site.

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

The "Sub-Service Provider" means any person / firm / Organization / company /entity (other than the Service Provider) and it's legal representatives, successors and permittedassigns named in the Contract as a Sub-Service Provider for a part of the Services or towhom 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 resultin 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, whereverprovided)
v) Drawings
vi) Special Conditions of Contract (SCC)
vii) Technical Specifications (wherever applicable)
viii) Instructions to Bidders (ITB)
ix) General Conditions of Contract (GCC)
x) Other Documents

Works shown in the Drawing but not mentioned in the Specifications or describedin 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 shalltake 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 withan 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 haveequal importance within their group.

1.2.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other Tender Document are solely for the purpose of giving a concise indication and nota summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation thereof the Contract.

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

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

1.2.5 Severability: Should any provision of this Contract be found to be invalid, illegal orotherwise 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 Contractand 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 ServiceProvider shall do so at his cost and the Value of Contract shall be deemed to haveincluded 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 specificationstipulate 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 Employershall 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/PerformanceSecurity Deposit (as available, preferably the later) will be forfeited and Employer may consider the Contract as terminated..

2.3 ADDENDA/CORRIGENDA:

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

2.4 SITE VISIT

2.4.1 The Bidder/Service Provider shall be deemed to have visited the Site(s)/work centre(s) and familiarized itself while submitting the Tender. Non-familiarity withthe 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, itwill 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 withall 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. Whencompleted, the job/services shall be fit for the purpose for which the services areintended as specifically defined in the Contract.

2.7.2 Provide all labour as required to provide the Service unless otherwise providedin 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 servicesand as long thereafter within the warranty period/DLP as Employer may considernecessary 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 ServiceProvider / 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 caseof 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 Contractshall be the responsibility of the Engineer-in-Charge (EIC). The EIC or his authorized representative including any statutory authority shall at all reasonabletimes, have full power and authority to access and inspect the Services whereverin 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 tocarry out such inspection. Such Inspection shall not release the Service Providerfrom 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 bindthe Service Provider in relation to any matter concerning the Service Provider'sperformance 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 pertainingto 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 personnelengaged 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, theService Provider shall, as soon as practicable, having regard to the requirementof replacing him, after receiving notice of such withdrawal, remove the representative and shall not thereafter employ him again on the Services in anycapacity 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 remedyingof 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 makeeffort 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 theEmployer, within the scheduled date specified in the notification of award for anamount 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 causethe 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 onthe Service Provider.

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

2.10.4 The CPS deposit shall cover the entire Contract value including extra jobs/ services. As long as the CPS submitted at the time of award take cares the extrajobs/ 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 2.10shall 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 OFTHE CONTRACT:

2.11.1 If the Service Provider refuses or fails to provide the Service or any part thereofwith such diligence as will ensure its performance within the time specified in theContract 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 shallstop 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 andobtained by the Employer over and above the cost at the rates specified in the schedule of quantities and rate/prices.

b) WITHOUT DETERMINING THE Contract to take over the Service of the ServiceProvider 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 excesscost 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 theService Provider is liable to be forfeited without prejudice to the right of the Employer to recover from the Service Provider the excess costreferred to in the sub-clause aforesaid. The Employer shall also have theright of taking possession and utilising in completing the services or any part thereof, such as materials, equipment and plants available at servicesite 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 oftermination 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 serviceshall, 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 theEmployer, 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 shallnot prejudice or affect their rights of the Employer which may have accrued up tothe 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 amountingto the whole of his Contract Performance Security, and the liability of the ServiceProvider 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, takepossession of all or any tools and plants, materials and stores at the site thereofbelonging to the Service Provider or procured by him and intended to be used forthe 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% ofthe estimated value of material tools/plant/store for each month or part of a monthwithout relieving the Servicer 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 throughauction 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 orzero sale value, the overhead charges shall be applicable on the handling & storage charges. The decision of EIC w.r.t. such removal and the amount of the proceeds shall be final and binding on the Service Provider.

2.13 CHANGE IN CONSTITUTION:

Where the Service Provider is a partnership firm, the prior approval of the Employer shall be obtained in writing, before any change is made in theconstitution of the firm. Where the Service Provider is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise beobtained before such Service Provider enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out theservice hereby undertaken by the Service Provider. In either case if priorapproval 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 partnersare 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/orto 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 orsuffer any receiver to be appointed of his business of any assets thereof compoundwith 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 comingto know of the happening of any such event as aforesaid by notice in writing to theService 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 / FRADULENT / 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 theBidder/ 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 limitedto the extent of work/job completed by the Service Provider as per provision of the Contract up to the date of termination, subject to the Service Providercomplying with other terms of the Contract.
Notwithstanding the termination of the Contract, the parties shall continue to bebound by the provisions of this Contract that reasonably require some action orforbearance after such termination.

2.15 AMOUNT PAYABLE IN CASE OF TERMINATION:

In all cases of termination herein set forth, the obligation of the Employer to pay, shall be limited to the extent of service rendered by Service Provider as per provision of the Contract up to the date of termination, subject to the Service Providercomplying 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 personallybound 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 anyof 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 ratesor any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given oralleged 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 deemfit to consider so. The decision about force majeure shall rest with IREL which shallbe 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 Providershall 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 ofoccurrence of such event. Unless otherwise directed by the EMPLOYER in writing,

2.18.4 the Service Provider shall continue to perform its obligations under the contract asfar as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

2.19 LIQUIDATED DAMGES FOR DELAYED EXECUTION OF CONTRACT:

If the Service Provider fails to perform the services within the time period(s) specified in the CONTRACT, the EMPLOYER shall, without prejudice to his otherremedies 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 maximumof ten percent (10%) of contract value.

EMPLOYER may deduct the amount so payable by Service Provider, from any amount falling due to the Service Provider or by recovery against the PerformanceGuarantee. 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 partof 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 shallbe final and binding.

2.20 ASSIGNMENT/SUBLET:

2.20.1 The Service Provider shall not, save with previous written consent of theEngineer-in-charge, sublet, transfer or assign the Contract or any part thereof orinterest 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 consentshall not relieve the Service Provider from any obligation, duty or responsibility under the Contract and Service Provider shall be fully responsible for theServices 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 inthe Service Provider's performance of his Services.

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

2.22 NO WAIVER OF RIGHTS:

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

2.23 CERTIFICATE NOT TO AFFECT RIGHT OF EMPLOYER AND LIABILITY OFSERVICE 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 asapproval 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 otherwriting 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, salesreleases or in any other medium, photographs, or other reproduction of the Serviceunder this Contract or description of the site dimensions, quantity, quality or otherinformation 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 inSpecial 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 agentsperforming 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 ServiceProvider.

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 concernedsite office.

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

2.29 CONFIDENTIALITY:
The Service Provider, it's 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 ofthe 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 anon-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 otherpurpose. 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 purposesother 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 Contractwith all reasonable skill, diligence and care in accordance with sound industry practice or international / national standards, wherever applicable (as the casemay be) to the satisfaction of the Employer and accept full responsibility for thesatisfactory 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 inthe Services within the general scope of this Contract including, but not limited to, changes in methodology and minor additions to or deletions from the Servicesand 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. Thetime of completion of the said job may be extended for the part of the particularjob at the discretion of Engineer-In-Charge, for only such alterations or substitutions of the Services, as he may consider just and reasonable.

2.2.2 If any change result in an increase in compensation payable to Service Provideror in terms of a credit to be passed on to Employer, Service Provider shall submitto 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 compensationor 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 representativespecifying 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 inwriting 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 proceedtherewith. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of theServices aforesaid. An extension of time for completion, corresponding with thedelay 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 terminatethe 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 12months/ (anyperiod as specified) from the date of completion of Service mentioned in the Completion Certificate issued by the EIC. Any damage or defect that may ariseor 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 beor 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 materialsor proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the EIC in writing. If during the period of liability any portion of the Service/Equipment, is found defective and is rectified/ replaced, the period of liability of 12 months for such equipment/ portion of Service shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of Service/ Equipment only. However, in no such case extension will exceed 24 months from the date of initial DLP. Notwithstanding the above provisions the supplier's, guarantees/warrantees for the replaced/rectified Equipment/Service shall also be passed on to the Employer.

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

(a) In the event of breach of any Applicable Law;
(b) In the event of fraud, wilful misconduct or illegal or unlawful acts, or gross Negligence of the Service Provider or any person acting on behalfof the Service Provider; or
(c) In the event of acts or omissions of the Service Provider which are contrary to the most elementary rules of diligence which a conscientiousService Provider would have followed in similar circumstances; or
(d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
(e) For any damage to any third party, including death or injury of any thirdparty 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 satisfactionof the Employer any loss or any damage to structures and properties belonging to the Employer or being executed or procured or beingprocured by the Employer or of other agencies within in the premises of the Employer, if such loss or damage is due to fault and/or the Negligence or Wilful Misconduct or omission of the Service Provider, hisemployees, agents, representatives or Sub-Service Providers.

ii) The Service Provider shall take sufficient care in moving his equipment'sand 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 partyincluding overhead and underground cables and in the event of any damage resulting to the property of the Employer or of a third party duringthe 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 andlimited to Rupees Ten lakhs.

iii) The Service Provider shall indemnify and keep the Employer harmless ofall claims for damages to property other than Employer's property arisingunder or by reason of this agreement, if such claims result from the faultand/or Negligence or Wilful Misconduct or omission of the ServiceProvider, 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 payto 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 paidby 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 saidperiod, the Employer may, then, deduct the amount from any immediate moneysdue 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 bythe Service Provider under the Contract Documents shall be ascertained by theapplication of the respective Schedule of Rates (the inclusive nature of which ismore 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 everydescription 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 deemed to include the requisite services as may be requiredto complete the Services properly including remedying of any defect therein.

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

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary work (except as provided for herein), pumps,materials, labour, insurance, fuel, consumables, stores &appliances and such other items / equipment's / materials as required for carrying out the services by the Service Provider and all other matters in connection with each item in the Schedule of Rates and the execution of the Service or any portion thereof finished, complete in every respect and maintained as shown or described in theContract 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 andcover the cost of all royalties and fees for the articles and processes, protectedby letters, patent or otherwise incorporated in or used in connection with theService, also all royalties, rents and other payments in connection with obtainingmaterials of whatsoever kind for the Service and shall include an indemnity tothe Employer which the Service Provider hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from theincorporation in or use in the Service of any such articles, processes ormaterials, 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 beborne 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 anyport dues, transport charges, stamp duties or Central or State Governmentor 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 ofdelay.

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 theEmployer.

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 submittedby Service Provider in line with terms of the Contract. Employer shall make all endeavour to release payments of undisputed amount of the bills submitted within30 (Fifteen) days from the date ofreceipt 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 inthe 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 forany 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 lodgeclaim on the Employer within10 (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 shallbe an absolute waiver thereof. No omission by Employer to reject any such claimand 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 timeand 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 inaccordance with the Contract provisions, Employer shall arrange to release thesame in the same manner as for normal job payments. Such of the extra servicesso 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 serviceclaim(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 coveredmust 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 insurancesrequired to be affected, or fails to provide certification etc., the Employer has theright 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, payfor and maintain the following insurance amongst others:

4.5.4.1 Employee Compensation and Employer's common law liability insurancecovering 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 anystatutory liability which it may incur towards injured employees of the Service Provider. A proof of the same should be submitted to EIC for liability in line with Employees Compensation Act.

4.5.4.2 General Public Liability Insurance covering liabilities including contractualliability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of ServiceProvider required to fulfil the provisions under this Contract.

4.5.4.3 Service Provider's Equipment/Materials/Goods used for execution of thework hereunder shall have an insurance cover with a suitable limit (as perinternational standards).

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

4.5.4.5 Service Provider shall obtain additional insurance or revise the limits of existinginsurance 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 onrequest furnishEIC/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 accountof 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 underthe Contract.

4.5.9 WAIVER OF SUBROGATION: All insurance policies of the Service Provider withrespect to the operations conducted hereunder, shall be endorsed by theunderwriter in accordance with the following policy wording: "The insurershereby waive their rights of subrogation against any individual, Employer,affiliates or assignees for whom or with whom the assured may be operating tothe 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 agepensions 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 orlocal Government agency or authority. Service Provider further agrees to defend, indemnify and hold Employer harmless from any liability or penalty whichmay 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 orproceedings 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 inaccordance 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 reasonwhich 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 Employeror 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 Provideras 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) asmay 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 shallbe to Service Provider's account. Any increase / decrease in such duties, taxesafter 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 willbe 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 amendmentor enforcement of any Act or Law, rules or regulations of Government of India orState Government(s) or Public Body which becomes effective after the due dateof 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 suchincreased 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 liabilityof taxes, (other than personnel and Corporate taxes) duties, the Service Providershall 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 legislationor 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 keepthe Employer indemnified in respect thereof.

iv) The Service Provider shall pay equal wages for men and women in accordancewith applicable labour laws.

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

vi) The Service Provider shall employ labour in sufficient numbers either directly orthrough Sub- Service Provider's to maintain the required rate of progress and ofquality to ensure workmanship of the degree specified in the Contract while alsoensuring 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 numberand description, by trades of the service people employed on the services. TheService Provider shall also submit to the EIC a true statement showing in respectof 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 injurycaused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.

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

ix) The EIC shall on a report having been made by an Inspecting Officer as definedin 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 reasonof 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 notjustified by the terms of the Contract or non-observance of the said regulations.

x) The Service Provider shall indemnify the Employer against any payments to bemade 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 attentionof a physician shall be furnished to the Employer.

5.4 GENERAL RULES:

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

5.5 CARE IN HANDLING INFLAMMABLE GAS:

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

5.6 PRESERVATION OF PLACE:

The Service Provider shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his worker / personnel employed for the services and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of theSite. In the event of the Employer requiring the maintenance of a Special PoliceForce at or in the vicinity of the site during the tenure of services, the expensesthereof shall be borne by the Service Provider and if paid by the Employer shallbe 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 causeenvironmental damage or pollution and in a manner which acknowledges othercultural and associated considerations. In recognition of this commitment, the Service Provider shall perform the services in such a way as to avoid or minimizeenvironmental damage or pollution and fully recognize the special aspects of theenvironment 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 relatesto 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 toresolve 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 andoperated as an Indian Contract and in accordance with Indian Laws as in force forthe time being.

6.4 ARBITRATION:

a) All disputes and differences of any kind whatsoever arising out of or in connectionwith the contract or carrying out of the works (whether during the course of worksor after their completion and whether before or after determination, abandonmentor breach of contract) shall be referred to and settled by the person authorized andnotified in writing by IREL who shall state his decision in writing. Such a decisionmay 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 Clauseshall 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 torefer the same to arbitration in accordance with the procedure contemplated herein.

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

d) The seat of arbitration will be at Mumbai and the language thereofshall be English**.**

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

f) The CONTRACTOR shall not in any way delay or default or cause to delay or default the carrying out of the works by reason of the fact that any matter has beenagreed 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 todeal with and decide any matter arising out of this contract.

7.0 **PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA**

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT-wise hazard, maps with respect to earthquakes, winds and floods for district –wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point sources for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, Planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas proves necessary information for risk analysis and hazard assessment.
The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

i) Seismic Zone (II TO V) for earthquakes
ii) Wind velocity (Basic Wind Velocity:55,50, 47, 44, 39 &33 m/s)
iii) Area liable to floods and Probable max. surge height
iv) Thunderstorms history
v) Number of cyclonic storms/severe cyclonic storms and max sustained wind specific to coastal region
vi) Landslides incidences with Annual rainfall normal
vii) District wise Probable Max. Precipitation.

8.0 MSDE GUIDLINE – SKILL INDIA

The successful bidder should ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work, under the project, at the cost of the service provider / bidder.

9.0 **RISK PURCHASE CLAUSE**

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

Annexure-XIII

PRE-CONTRACT INTEGRITY PACT

General

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

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

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

NOW, THEREFORE,

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

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

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

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:
Commitments of the BUYER

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

necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

The BIDDER commit itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the followings:-

3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract.

3.3 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.7 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.10 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of fill of tender.

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

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

4.0 **Previous Transgression**:

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Earnest Money (Security Deposit)

1.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay order in favour of _____

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified by the RFP).

1.2 The Earnest Money / Security Deposit shall be valid upto complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER.

1.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

1.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

2. **Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the followings actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of IREL (India) Limited for a minimum period of five years, which may be further extended at the discretion of the IREL.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

Independent External Monitors

6.4 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission

Dr. M. Malakondaiah, IPS (Retd) 156, Prashasan Nagar, Jubilee Hills, Road No. 72, Hyderabad - 500110 Mobile : 7330960888 Email : mannam1958@gmail.com	Shri Lalit Chandra Trivedi, IRMS (Retd) 701, Premium Tower-IV, Shalimar Township, Indore – 452 010 (MP) Mobile : 9967567679 Email : lctrivedi61@gmail.com

6.5 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.6 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.7 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.8 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

6.9 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant

the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

6.10 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

6.11 The Monitor will submit a written report to the designated Authority of BUYER with 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7 Facilitation of Investigation

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

8 Law and Place of Jurisdiction

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

9 Other Legal Actions

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

10 Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and upto the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.

10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intensions.

11 The Parties hereby sign this Integrity Pact at _____ on_____.

BUYER	BIDDER
Signature	
Name of the Officer	
Designation	
Witness	Witness
1	1
_____	_____
2	2

Mandatory Routing of Invoices through TReDS PLATFORM

Pursuant to the Government of India Notification S.O. 3507(E) dated 30.06.2026 issued under the MSMED Act, 2006, and New Section 15A introduced via the Micro, Small and Medium Enterprises Development (Amendment) Act, 2026, all invoices pertaining to Micro, Small and Medium vendors shall be routed through an RBI-authorised Trade Receivables Discounting System (TReDS) platform for settlement by every Central Public Sector Enterprise.

MSME vendors who are not yet registered on any TReDS platform are requested to register themselves with any one (or more) RBI-authorised TReDS platform(s) to enable seamless processing of payments through TReDS **for availing the benefits of TReDS platform.**

IREL (India) Limited is onboarded with the following TReDS platform.

1) **RXIL**
2) DTX - KreDX Platform Private Limited
3) M1xchange
4) **Invoicemart**
5) **C2treds (C2FO)**

MSME Vendors may give the details of the TReDs platform on which they are on boarded.

1.

2

3.

4.

5.

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

(To be issued by approved Scheduled Banks)

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

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

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

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

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

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

Dated the _____ day of _____ 20--

_____Bank

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

Bank's Common seal

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

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 _____ RED unit of M/s IREL (India) Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 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. The payment will be released within three working days from the date of demand for payment.

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 three months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

We _____ Bank, further agree that IREL (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 relieving us.

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

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

Dated the _____ day of _____ 2027

_____Bank

(Signature with name in Block letters with designation,

Attorney as per power of Attorney No.____dt. _____)

Bank's Common seal

बिड संख्या/Bid Number: GEM/2026/B/8299094
दिनांक /Dated: 20-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	11-12-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	12-12-2026 16:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Pmo
विभाग का नाम/Department Name	Department Of Atomic Energy
संगठन का नाम/Organisation Name	Irel (india) Limited
कार्यालय का नाम/Office Name	Ho
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :priyank.upadhyay@irel.co.in Buyer Email id: purchase-red@irel.co.in
वस्तु श्रेणी /Item Category	Goods Transport Services - Per MT - Rare Earths Chloride Solution Ph 3 to 5; suitable road tankers having a capacity of approximately 30 MT per tanker The inside surface of the tankers shall be properly rubber lined suitable for transporting Rare Ear..
अनुबंध अवधि /Contract Period	1 Year(s) 4 Day(s)
पिछले 3 वित्तीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	35 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes | Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes | Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
लागू आरसीएम/RCM Applicable	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	11520000
Payment Timelines	Payments shall be made to the Seller within **30** days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	219429

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	13

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :
DGM-Finance
IREL (India) Limited, RED, Udyogamandal
(Shri. Gautham Samui)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder

Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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 as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate 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.
6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
8. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

जीएसटी की धारा 9(3)।/Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

जीएसटी की धारा 9(3)। / Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:1795166476.pdf

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
30-11-2026 11:00:00	IREL (India) Limited, RED, Udyogamandal

Goods Transport Services - Per MT - Rare Earths Chloride Solution Ph 3 To 5; Suitable Road Tankers Having A Capacity Of Approximately 30 MT Per Tanker The Inside

Surface Of The Tankers Shall Be Properly Rubber Lined Suitable For Transporting Rare Ear.. (1440)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Nature of Goods	Rare Earths Chloride Solution Ph 3 to 5
Type of Truck	suitable road tankers having a capacity of approximately 30 MT per tanker The inside surface of the tankers shall be properly rubber lined suitable for transporting Rare Earth Chloride Solution
Size / Weight of vehicle	Heavy Tanker
Area of Operation	Plains
एडऑन /Addon(s)	
Loading	Yes
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	Yes
अतिरिक्त विवरण /Additional Details	
Start Location Zipcode	761045
Drop Location Zipcode	683501

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकार 1 /GST Cess 1 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
100%	100%	Yes	5%	NA	No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Weight of the consignment in MT/KL	अतिरिक्त आवश्यकता /Additional Requirement
1	Anil Kumar.V.A	683501,IREL (India) Limited; UDYOGMANDAL,Ernakulam.	1440	• Approx. loading weight of Goods in MT/KL for contract period. : 1440 • Cost of Goods for the contract period : 432200000

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.

5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and

Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---