घोषणा सहित निविदा विनिर्देश
Tender specifications including declaration

PREPARATION OF FIRE DRAWINGS AND BOQ FOR IMPLEMENTATION OF FIRE PROTECTION SYSTEM AT IRERC

IREL (India) Limited
(Formerly Indian Rare Earths Limited)
(A Government of India Undertaking)
CHAVARA, KOLLAM, KERALA 691 583
CIN: U15100MH1950GOI008187
GSTIN: 32AAACI2799F1ZN

Note: Page No. 4 (containing 'Undertaking' and 'Declaration') and Page No. 25 (containing 'Bank/Remittance Details' and 'Registration Details') shall be filled in, signed, seal-affixed and submitted along with the bid.

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3. 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 undertaking.

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

अध्यक्ष एवं प्रबंधक निदेशक / Chairman &Managing Director आईआरईएल (इंडिया) लिमिटेड / IREL (India) Limited 1207, वी एस मार्ग, प्रभादेवी/1207, V.S. Marg, Prabhadevi मुबंई / Mumbai - 400 028 Ph: 022-24225778 Email: cmd@irel.co.in	मुख्य सतर्कता अधिकारी / Chief Vigilance Officer आईआरईएल (इंडिया) लिमिटेड / IREL (India) Limited 1207, वी एस मार्ग, प्रभादेवी/1207, V.S. Marg, Prabhadevi मुबंई / Mumbai - 400 028 Ph: 022-24221068 Email: cvo@irel.co.in

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

Thanking you,

कृते आई आर ई एल (इंडिया) लिमिटेड / For IREL (India) Limited

विभागाध्यक्ष (वाणिज्यि) /HOD (Commercial)

4. UNDERTAKING

Date:

To

M/s. IREL (India) Limited,
CHAVARA

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

I/We agree and undertake:

1. Not to provide any gift and / or inducement to any employee of the Company in connection with securing/being granted favour(s) in my/our dealings with the Company and its field Unit at Chavara, Kerala.
2. To immediately report any gift and / or inducement sought by any employee of the Company in exchange of the Company and/or its field units granting favour(s) to me/us in my/our dealings with the Company and/or its field unit.

Signature: .....

Name: .....

Title: .....

Name of the Company, Address and Contact details: ..... Official Seal

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5. DECLARATION

I/ We have remitted:

Rs. ……. (……..) towards **Tender Document Cost** vide BG / DD No…….. dt…….

Rs. ……. (……..) towards **Earnest Money Deposit** vide BG / DD No…….. dt…….

Proof of the same is/are enclosed in a separate cover / uploaded on e- website.

I/ We have read and understood and completely satisfied myself/ourselves of all Terms and Conditions of the tender and hereby accept full responsibility to carry out the supply at the rates indicated in the Price Schedule.

Signature of the tenderer:

Full address:

Place:

अनुबंध की सामान्य शर्त

6. General Condition of Contract (GCOC)

6.1 परिभाषाएँ और व्याख्याएँ / DEFINITIONS & INTERPRETATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Service Provider's/ Bidder's Representative" means such person(s) duly authorized by the Bidder/Service Provider in writing to the Employer as having authority to act for and on behalf the Bidder /Service Provider in matters affecting the Services and to provide the requisite services to Employer.
"Site" means the place(s) provided by the Employer where the Services are to be carried out/executed and any other place(s) as may be specifically designated in the Contract as forming part of the site.

"Specifications" means and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract.
The "Sub-Service Provider" means any person / firm / Organization / company /entity (other than the Service Provider) and it's legal representatives, successors and permitted assigns named in the Contract as a Sub-Service Provider for a part of the Services or to whom a part of the Services has been sub-Contracted with the written prior consent of the Employer.

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

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

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

6.2 अनुबंध दस्तावेजों की व्याख्या और प्राथमिकता / INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS

6.2.1 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 forthe purposes of interpretation, and unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:

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

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

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

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

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

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

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

6.3 अनुबंध की विशेष शर्तें / SPECIAL CONDITIONS OF CONTRACT:

6.3.1 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.

6.3.2 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.

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

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

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

6.4 सामान्य निर्देश और दायित्व / GENERAL INSTRUCTIONS & OBLIGATIONS

6.4.1 FORMATION OF CONTRACT:

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

6.4.1.2 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)

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

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

6.6 ADDENDA/CORRIGENDA: 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.

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

6.8 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.

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

6.10 GENERAL OBLIGATIONS OF SERVICE PROVIDER:

6.10.1 Service Provider shall, in accordance with and subject to the terms and conditions of thisContract:

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

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

6.10.4 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.

6.10.5 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.

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

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

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

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

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

6.11 SERVICE PROVIDER's REPRESENTATIVE & PERSONNEL:

6.11.1 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.

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

6.11.3 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.

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

6.11.5 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.

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

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

6.12 SERVICE PROVIDER'S EMPLOYEES / PERSONNEL: The Service Provider in connection with performing the Services and remedying of any defects, shall provide:only such skilled and experienced personnel(s) in their respective areas; and such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timelyfulfilling of the Service Provider's obligations under the Contract.

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

While engaging the contractual manpower, Service Provider is required to make effort toprovide 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.

6.13 CONTRACT PERFORMANCE SECURITY (CPS):

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

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

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

6.13.4 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 extra jobs/ services executed and total executed value are within the awarded Contract price, there is no need for additional CPS . As soon as the total executed value is likely to exceed the ceiling of awarded Contract Value, the Service Provider should furnish additional CPS through DD or submit amendment to existing BG to effect the enhancement of CPS.

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

6.14 FAILURE BY THE SERVICE PROVIDER TO COMPLY WITH THE PROVISIONS OFTHE CONTRACT:

6.14.1 If the Service Provider refuses or fails to provide the Service or any part thereof with such diligence as will ensure its performance within the time specified in the Contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the Contract it shall be open to the Employer at its option by written notice to the Service Provider:

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

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

6.14.2 In such events of Clause 6.14.1(a) or (b) above, the following shall be applicable:-

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

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

6.14.2.3 Before taking any action as per Clause 6.14.1(a) or (b) if in the judgment of the Employer, the default or defaults committed by the Service Provider is/are curable and can be cured by the Service Provider if an opportunity given to him, then the Employer may issue Notice in writing calling the Service Provider to cure the default within such time specified in the Notice.

6.14.2.4 The Employer shall also have the right to proceed or take action as per 6.14.1(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.

6.14.2.5 Termination of the Contract as provided for in sub- clause 6.14.1(a) above shall not prejudice or affect their rights of the Employer which may have accrued upto the date of such termination.

6.15 SERVICE PROVIDER REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 6.14

If in any case in which any of the powers conferred upon the Employer by clause 6.14 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Service Provider for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the Service Provider for past and future compensation shall remain unaffected. In the event of the Employer putting in force the power under above sub-clause 6.14.1 (a) or 6.14.1 (b) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools and plants, materials and stores at the site thereof belonging to the Service Provider or procured by him and intended to be used for the execution of the Service or any part thereof paying or allowing for the same in account at the Contract rates or in case of these not being applicable, at current market rates to be certified by the EIC whose certificate thereof shall be final, otherwise the EIC may give notice in writing to the Service Provider or Service Provider's Representatives requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice).

Failure of any action by the Service Provider for removal of material/tools/plant/store etc. within the period mentioned in notice of EIC, the Employer shall also be entitled to recover handling and storage charges @5% of the estimated value of material tools/plant/store for each month or part of a month without relieving the 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 through auction or private sale on behalf of the Service Provider and at his risk in all respects. The Service Provider shall be liable to pay the Employer the handling & storage charges per month or a part of the month from the date of serving the notice by the EIC to the date of removal of the materials by the Employer plus overhead charges @ 15% of sale value of such materials. In case of negative or zero sale value, the overhead charges shall be applicable on the handling & storage charges. The decision of EIC w.r.t. such removal and the amount of the proceeds shall be final and binding on the Service Provider.

6.16 CHANGE IN CONSTITUTION:

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

6.17 TERMINATION OF CONTRACT:

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

6.17.2 TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY, ETC.

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

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

6.17.3 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 the Bidder/ Service Provider shall be banned for future business with IREL.

6.17.4 TERMINATION FOR CONVENIENCE

Notwithstanding anything contained in the Contract, the Employer may, by 30 (Thirty) days written notice, terminate the Contract in whole or in part. In case of such termination, the obligation of the Employer to pay, shall be limited to the extent of work/job completed by the Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract.Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

6.18 AMOUNT PAYABLE IN CASE OF TERMINATION:

In all cases of termination herein set forth, the obligation of the Employer to pay, shall belimited to the extent of service rendered by Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract. Notwithstanding the termination of the Contract, the parties shall continue to be boundby the provisions of this Contract that reasonably require some action or forbearance after such termination.

6.19 MEMBERS OF THE EMPLOYER NOT INDIVIDUALLY LIABLE:

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

6.20 EMPLOYER NOT BOUND BY PERSONAL REPRESENTATIONS:

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

6.21 FORCE MAJEURE:

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

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

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

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

6.22 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 other remedies under the CONTRACT, levy Liquidated damages from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

Deductions shall apply as per following formula:
Half percent (0.5%) of the contract value per week of delay subject to a maximum of ten percent (10%) of contract value.

EMPLOYER may deduct the amount so payable by Service Provider, from any amount falling due to the Service Provider or by recovery against the Performance Guarantee. Both Service Provider and EMPLOYER agree that the above percentages of price reduction are

genuine pre-estimates of the loss/damage which the EMPLOYER would have suffered on account of delay/breach on the part of the Service Provider and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the EMPLOYER in the matter of applicability of price reduction shall be final and binding.

6.23 ASSIGNMENT/SUBLET:

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

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

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

6.24 DELAYS BY EMPLOYER OR HIS AUTHORISED REPRESENTATIVE:

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

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

6.25 NO WAIVER OF RIGHTS:

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

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

6.26.1 No interim payment certificate(s) issued by the EIC of the Employer, nor any sum paid on account by the Employer, nor any extension of time for execution of the service granted by Employer shall affect or prejudice the rights of the Employer against the Service Provider or relieve the Service Provider of his obligations for the due performance of the Contract, or be interpreted as approval of the Service done and no certificate shall create liability for theEmployer 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 whichhe is bound to indemnify the Employer.

6.27 LANGUAGE AND MEASURES:

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

6.28 RELEASE OF INFORMATION:

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

6.29 COMPLETION PERIOD, CONTRACT PERIOD AND COMPLETION OFCONTRACT:

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

6.30 INDEPENDENT CAPACITY

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

6.31 NOTICE

6.31.1 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.

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

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

6.32 CONFIDENTIALITY:

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

6.33 INTELLECTUAL PROPERTY RIGHT:

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

6.34 PERFORMANCE OF SERVICE

6.34.1 EXECUTION OF SERVICES:

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

6.35 CHANGES IN SERVICES:

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

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

6.36 ACTION AND COMPENSATION IN CASE OF POOR SERVICE:

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

6.37 SUSPENSION OF SERVICES:

6.37.1 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 proceed therewith. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Services aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the Services as aforesaid will be granted to the Service Provider should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the Service Provider.

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

6.38 DEFECTS LIABILITY PERIOD:

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

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

6.39 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:
In the event of breach of any Applicable Law;
In the event of fraud, willful misconduct or illegal or unlawful acts, or gross Negligence of the Service Provider or any person acting on behalf of the Service Provider; or
In the event of acts or omissions of the Service Provider which are contrary to the most elementary rules of diligence which a conscientious Service Provider would have followed in similar circumstances; or
In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
For any damage to any third party, including death or injury of any third party caused by the Service Provider or any person or firm acting on behalf of the Service Provider in executing the Works/Services.

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

6.40 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 ServiceProvider 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.

6.41 DAMAGES TO PROPERTY, ANY PERSON AND THIRD PARTY

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

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

6.42 PAYMENT, INSURANCE AND TAXES

6.42.1 DEDUCTION FROM THE CONTRACT PRICE:

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

6.42.1.2 SCHEDULE OF RATES AND PAYMENTS:

SERVICE PROVIDER'S REMUNERATION:

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

6.42.1.3 SCHEDULE OF RATES TO BE INCLUSIVE:

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

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

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

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

The Schedule of Rates (i.e., Value of Contract) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the Service, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the Service and shall include an indemnity to the Employer which the Service Provider hereby gives against all actions, proceedings, claims, damages, costs and

expenses arising from the incorporation in or use in the Service of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use for Services shall be borne by the Service Provider.

6.42.1.6 SCHEDULE OF RATES TO COVER TAXES AND DUTIES:

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

6.42.1.7 SCHEDULE OF RATES TO COVER RISKS OF DELAY:

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

6.42.1.8 SCHEDULE OF RATES CANNOT BE ALTERED:

For Service under unit rate basis, no alteration will be allowed in the Schedule of Rates byreason 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 whichis not covered in the Schedule of Rates shall only be released on issuance of Amendment to LOA/Contract by the Employer.

6.42.2 PROCEDURE FOR BILLING OF SERVICES:

6.42.2.1 BILLING PROCEDURE:

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

6.42.2.2 MODE OF MEASUREMENT:

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

6.42.3 NOTICE OF CLAIMS FOR ADDITIONAL PAYMENTS:

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

6.42.3.2 Engineer-in-Charge shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, Service Provider shall be obliged to carry on with the Jobs/services during the period in which his claims are under consideration by the Employer, irrespective of the outcome of such claims, where additional payments for Services considered extra are justifiable in accordance with the Contract provisions, Employer shall arrange to release the same in the same manner as for normal job payments. Such of the extra services so admitted by Employer shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the Contract. The rates for extra services shall generally be the unit rates provided for in the Contract. In the event unit rates for extra services so executed are not available as per Contract, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for Services executed shall be derived by interpolation/ extrapolation of unit rates already existing in the Contract. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra service claim(s) of Service Provider, the decision of Engineer-in-Charge shall be final and binding on the Service Provider.

6.42.4 INSURANCE:

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

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

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

6.42.4.4 INSURANCE TYPES:

- Service Provider shall at all time during the currency of the Contract provide, pay for and maintain the following insurance amongst others:
- Employee Compensation and Employer's common law liability insurance covering liability to employees of the Service Provider under the laws of their place or employment or place or injury, arising out of injury sustained in connection with any of the services. This insurance will be extended where submitted by law, to indemnify the Employer against any statutory liability which it may incur towards injured employees of the Service Provider. A proof of the same should be submitted to EIC for liability in line with Employees Compensation Act.
- General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Service Provider required to fulfill the provisions under this Contract.
- Service Provider's Equipment/Materials/Goods used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- 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.

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

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

- type and amounts of insurance as required herein;
- insurance company or companies carrying the aforesaid coverage;
- effective and expiry dates of policies;
- 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
- the territorial limits of all policies.

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

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

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

6.42.4.10 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 theService Provider.

6.42.5 TAXES AND DUTIES:

6.42.5.1 The Service Provider, unless specified otherwise elsewhere in the Contract agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including GST now or hereafter imposed, increased, modified from time to time in respect of Services and materials and all contributions and taxes for unemployment compensation, insurance and old 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 or local Government agency or authority. Service Provider further agrees to defend, indemnify and hold Employer harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Service Provider or Sub- Sub-Service Provider ofsuch laws, suits or proceedings that may be brought against the Employer arising under, growingout of, or by reason of the service provided for by this Contract, by third parties, or by Central orState Government

authority or any administrative sub-division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

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

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

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

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

6.42.7 STATUTORY VARIATIONS:

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

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

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

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

6.43 LAWS, HEALTH, SAFETY & ENVIRONMENT

6.43.1 LABOUR LAWS:

No labour below the age of 18 (eighteen) years shall be employed on the Job.

The Service Provider shall not pay less than what is provided under law to labourers engaged by him on the Job.

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

The Service Provider shall pay equal wages for men and women in accordance with applicable labour laws.

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

The Service Provider shall employ labour in sufficient numbers either directly or throughSub- Service Provider's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract while also ensuring that workman isnot stressed due to long hour of working and to the satisfaction of the EIC.

The Service Provider shall furnish to the EIC the distribution return of the number and description, by trades of the service people employed on the services. The Service Provider shall also submit to the EIC a true statementshowing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.

The Service Provider shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. EmployersLiability 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 relatingthereto and rules made thereunder from time to time.

The EIC shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Service Provider any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfilment of theConditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
The Service Provider shall indemnify the Employer against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his Sub-Service Provider's.

6.43.2 SAFETY REGULATIONS:

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.
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.

6.43.3 FIRST AID AND INDUSTRIAL INJURIES:

Service Provider shall maintain first aid facilities for its employees and those of its Sub- Service Provider.
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 prominentlyposted in Service Provider's field office.
All critical industrial injuries shall be reported promptly to Employer, and a copy of Service Provider's report covering each personal injury requiring the attention of aphysician shall be furnished to the Employer.

6.43.4 GENERAL RULES:

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

6.43.5 CARE IN HANDLING INFLAMMABLE GAS:

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

6.43.6 PRESERVATION OF PLACE:

6.43.6.1 The Service Provider shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his worker / personnel employed for the services and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the Site. In the event of the Employer requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of services, the expenses thereof shall be borne by the Service Provider and if paid by the Employer shall be recoverable from theService Provider.

6.43.7 ENVIRONMENT:

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

aspects of the environment as communicated by Employer or as applicable. Service Provider shall comply with, and the Service Provider shall ensure compliance with all applicable environmental protection and pollution control legislation as it relates to the services.

6.44 RESOLUTION OF DISPUTES/ ARBITRATION:

6.44.1 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.

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

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

6.45 ARBITRATION:

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

6.45.1.2 If the CONTRACTOR is dissatisfied with the decision of such authorized person, then he may within 30 days of receipt of such decision send a written appeal to PURCHASER, represented by the Chairman and Managing Director at the registered office, Mumbai for the same to be referred to Arbitration by a Sole Arbitrator to be appointed by mutual consent and after due approval of CMD, IREL. The Arbitration proceedings shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996. It is made clear that this Arbitration Clause shall be applicable to any and all disputes and differences between the Parties arising out of and/or relating to this CONTRACT and the Parties shall be bound to refer the same to arbitration in accordance with the procedure contemplated herein.

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

6.45.1.4 The seat of arbitration will be at Kollam,_____and the language thereof shall be English.

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

6.45.1.6 The CONTRACTOR shall not in any way delay or default or cause to delay or default the carrying out of the works by reason of the fact that any matter has been agreed to be referred to and / or referred to dispute resolution under Clause 6.44(c) including Arbitration under Clause 6.44.4.

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

6.47 ENVIRONMENT

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

6.47.2 In case of supply of items or items brought to IREL premises for works, the packaging shall be done with suitable environmental friendly /bio-degradable material to the possible extent. Further, it is the responsibility of the contractor to dispose of all packing materials of items brought inside IREL premises for carrying out the work, as per the direction of Engineer/ Officer in-charge concerned.

6.48 VARIATIONS/ DEVIATION/ AMENDMENTS:

6.48.1 Every item of purchase/ works contracts may be planned and designed in detail before the purchase/work order is finalized so that deviation in orders during the progress of supply/work are avoided as far as possible

6.48.2 While sanctioning additional quantity, and /or deletion of any item, and/or reduction in any quantity, it shall be ensured that same does not contravene the decision regarding the selection of tenderer in the first instance and the selected bidder continues to be lowest.

7. Annexure – 1 to GENERAL CONDITIONS OF CONTRACT

7.1 **CORRESPONDENCE:** All correspondence shall be in English and addressed to IREL (India) Limited drawn to the attention of the officer issuing the order, unless otherwise specifically authorized.

7.2 **SECURITY REGULATIONS:** The Contractor shall abide by all the security regulations at site promulgated by IREL (India) Limited from time to time. The Contractor shall provide identity badges for all his personnel, which must be properly displayed by them at site.

7.3 **JURISDICTION**

The courts within the local limits of whose jurisdiction the place from which the purchase/work order is issued is situated only shall, subject to Arbitration Clause, have jurisdiction to deal with and decide any matter arising out of this contract. In the event of disputes same will be subject to exclusive jurisdiction of Court of Kollam, Kerala.

7.4 **NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:**

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

7.5 **RELATED PARTY:**

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

7.6 Quantities:The quantities indicated in the Tender are indicative and IREL is not obligated to place order for the full quantities. Bidders shall be willing to accept and execute order at their quoted rates / as agreed upon by IREL.

7.7 **CANCELLATION**

IREL (India) Limited reserves the right to cancel the Purchase/wok/service/consultancy Order or any part thereof and shall be entailed to rescind the contract wholly or in part in a written notice to successful tenderer if;

- Successful tenderer fails to comply with the terms of the purchase/work/service/consultancy order.
- Successful tenderer fails to convey written acceptance of the Order within 15 days of receipt at their end.
- Successful tenderer fails to deliver goods on time and / or to replace the rejected goods promptly.
- Successful tenderer becomes bankrupt or goes into liquidation.
- Successful tenderer make a general assignment for the benefit or creditors and a receiver is appointed for any of the property owned by successful tenderer fails.

Upon receipt of the said cancellation notice the successful tenderer shall discontinue all work on the Purchase/work/service/consultancy order and matters connected with it. IREL (India) Limited in that event will be entitled to procure the requirements in the open market and recover excess payment over Successful tenderer's agreed price, if any, from reserving to itself the right to forfeit the EMD and/or security deposit, if any, submitted by the successful tenderer against the contract.

7.8 **BENEFITS TO MICRO AND SMALL ENTERPRISE(MSE)s:**

Micro & Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) are eligible for the following benefits:
Issue of tender document free of cost
Exemption from payment of Earnest Money Deposit
Price preference up to 15%.
~~Relaxation in prior turn over and prior experience criteria are applicable only to Start ups recognized by DPIIT subject to meeting of quality and technical specification. Start-ups may be MSMEs/otherwise~~
In case MSE participates in the TReDS Platform, they stand to get benefits. Visit https://www.rxil.in/Home/Index for more info.
Note: Refer The Gazette of India: Extraordinary Part II, Section 3 (ii) for new definition of MSME status, which is effective 01.07.2020.
In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of the requirement after they bring down their price to L1 price, in a situation where L1 price is from someone other than a Micro and Small Enterprise. Such Micro and Small Enterprise shall be allowed to supply at least 25% of total tendered value or as per existing MSE rules in force.
In case of more than one MSE coming in the price band of L1+15%, the quantity allotted to MSEs shall be shared in equal proportion among such MSEs, provided all of them bring down their price to L1 price.
Within this (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

.

MSEs are required to submit along with their offer, Udyog Aadhaar Memorandum or valid Registration Certificate issued by NSIC/DIC/KVIC/KVIB/Coir Board/ Directorate of Handicrafts and Handlooms or valid certificate issued by any other body specified by Ministry of MSME. Benefits available to MSEs will not be provided to those MSEs who submit such documents after opening of the bids. Any changes to the Public Procurement Policy of the Govt. of India as notified from time to time shall be applicable to this contract. MSEs claiming benefits available through registration with the above bodies have to clearly mention whether their offer is to be considered by IREL for grant of MSME benefits.
The above benefits available to MSE bidders shall be provided only to those MSE bidders who submit Udyog Aadhaar Memorandum or certificate issued by NSIC/DIC/KVIC/KVIB/Coir Board/ Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME and upload the same in CPP (Central Public Procurement) Portal.

Should any conditions in the General Conditions of Contract be contrary to the Special Conditions of the Contract, such Special Conditions of Contract shall prevail.

7.8.1 In case of any discrepancy in the Tender terms and conditions, the uploaded Tender terms and conditions shall be final.

7.8.2 In case of exigencies, IREL reserves right to release the repeat order with the same terms and conditions and at the rate agreed upon(after discount if any) , after considering additional business. The party shall be ready to accept and execute such repeat order.

7.8.3 TReDS : TReDS is an electronic platform for facilitating the financing / discounting of trade receivables of Micro, Small and Medium Enterprises (MSMEs) through multiple financiers. These receivables can be due from corporates and other buyers, including Government Departments and Public Sector Undertakings (PSUs). Sellers, buyers and financiers are the participants on a TReDS platform. Only MSMEs can participate as sellers in TReDS. MSME need to register themselves in TREDS Platform. **If already registered, details of the same are to be furnished at the time of bidding. On completion of Registration, IREL reserves right to establish buyer-seller relation in TReDS Platform. Proof of registration on TReDS platform, shall be furnished along with the bid.**

7.8.4 After delivery of material/ service completion, Sellers intending to avail bill discounting facility need to upload two copies of Invoice as per GST Rules, Bill of exchange for payable amount of bill as per payment milestone, Stores receipt voucher duly authenticated by IREL (in case of supply)/ Service acceptance letter duly authenticated by IREL (in case of service) . IREL shall provide acceptance of Bill in the Portal based on contractual payment terms after deduction of tax deducted at source as per Income Tax act, GST Rules and imposition of Liquidated damages, if applicable. Seller shall agrees to bear charges for bill discounting and processing fee. Seller thereafter can avail bill discounting facility from financier. Payment from IREL shall be made to such financier.

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

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

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

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

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

RXIL Relationship manager Mr.SatyajeetJathar : +91 99201 00784 / +91 90041 00784 email: satyajeet.jathar@rxil.in
RXIL Relationship manager Mr Kirti musale : +91 90048 17501 email: kirti.musale@rxil.in

IREL(India) Limited Unit Administrator Mr Usha Nandhini +91-476-2680701 Ext-223 email : usha.nandhini@irel.co.in
IREL(India) Limited Nodal Officer Mr K.V Ramakrishna : email: kvramakrishna@irel.co.in

(Refer The Gazette of India: Extraordinary Part II, Section 3 (ii) for new definition of MSME status, which is effective 01.07.2020)

7.8.10 Should any conditions in the General Conditions of Contract be contrary to the Special Conditions of the Contract, such Special Conditions of Contract shall prevail.

7.8.11 In case of any discrepancy in the Tender terms and conditions, the uploaded Tender terms and conditions shall be final.

7.8.12 In case of exigencies, IREL reserves right to release the repeat order with the same terms and conditions and at the rate agreed upon(after discount if any) , after considering additional business. The party shall be ready to accept and execute such repeat order.

7.9 Preference to Make In India products:

Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate of eligibility from the concerned authorities as per Order

8 Annexure II of GCOC -- Safety Provisions

8.1 GENERAL

8.1.1 For the purpose of this GENERAL SAFETY CODE, the term 'Contractor' shall include 'Supervisor' deputed by the contractor for site supervision as well as all personnel deputed by contractor to the site.

8.1.2 Contractor, Supervisor and personnel shall follow the safety regulations under all applicable Acts of Indian Parliament and Indian standards.

8.1.3 Contractor, Supervisor and all personnel shall wear Identity Cards on their persons. These Identity cards shall be issued by the contractor and shall bear name, signature and date of the Contractor.

8.1.4 Names of Supervisors and all personnel deputed by the Contractor complete with qualification, age and postal address shall be declared by the Contractor before engagement of such personnel.

8.1.5 All supervisors and personnel shall undergo a Safety Orientation Training (SOT) imparted by the Safety Department before being engaged in work. The Contractor and Supervisors shall write to Engineer –in-charge to ensure refresher training from Safety Department before the expiry of the date of validity of SOT. EIC shall ensure that a copy of "SAFETY GUIDE" for IREL Chavara is issued to the contractor before commencement of work.

8.1.6 The work area and the approach ways shall be cleaned before and after work every day for five minutes. The work areas shall be maintained in a neat and clean manner throughout the working hours. No cluttering shall be allowed which is a risk for any one walking in the area. A neat and clean area contributes largely to safety.

8.1.7 First aid kits as advised by IREL Medical Department shall be maintained at the work site by the Contractor/ Supervisor.

8.1.8 Contractor/ Supervisor shall take all measures at the work site to protect the public from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to be liable to pay such persons claims as per law.

8.1.9 All necessary personnel safety equipment such as safety helmets, safety shoes, double life line safety belts, gloves, safety goggles, face masks, etc. as considered adequate by Engineer-In-Charge (EIC) or safety officers of IREL shall be kept available for the use for persons employed at the site of work and maintained in a condition suitable for immediate use. The Contractor/ Supervisor shall take all steps to ensure proper use of equipment by the workers. The contractor shall provide safety shoes to all its employees deployed at site. In case of an accident resulting in any rest of disability to the workmen the same should be immediately reported to the safety officer/ `Engineer-in-charge.

8.1.10 Before commencing field work the contractor shall submit a HIRA (Hazard Identification and Risk Analysis) for works requiring Class-1 or electrical safety permits, complete with Control Measures, to the EIC for his review and approval.

8.1.11 Work at Height : Rope Access systems and Personal Protective Equipment for Protection against fall as per ISO-22846-1:2003 and 22846-2:2012. No extra cost shall be paid for this special safety arrangement

8.2 ELECTRICAL ENGINEERING ASPECTS

8.2.1 Adequate precautions shall be taken to prevent danger from electrical equipment.

8.2.2 Isolator shall be kept in OFF position when personnel are working on concerned circuits.

8.2.3 Fuses shall be removed when personnel are working on concerned circuits.

8.2.4 "MEN AT WORK" boards are put on the feeder when personnel are working on concerned circuits.

8.2.5 All portable tools are supplied through ELCB

8.2.6 Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards.

8.2.7 Hoisting appliances to be provided with means to reduce to the minimum the risk of any part of suspended load becoming accidentally displaced.

8.2.8 8. "V- Belts shall not be used for any lifting purposes.

8.2.9 9. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary shall be provided.

8.2.10 The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

8.2.11 No work shall be done on live electrical parts under rain or in wet clothes.

8.3 MECHANICAL ENGINEERING ASPECTS

8.3.1 Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the Indian Standards.

8.3.2 Hoisting machines and tackle including their attachments, anchorage and support shall be of good mechanical construction, sound material and adequate strength and free from visible defect and shall be kept in good repair and in good working order.

8.3.3 Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.

8.3.4 V-Belts shall not be used for any lifting purposes.

8.3.5 Every crane drive or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting including any scaffolding which or give signals to operator.

8.3.6 In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load expect for the purpose of testing.

8.3.7 In case of departmental machines, the safe working load shall be notified by the company. As regards your machines, you shall notify the safe working load of the machine to the Company whenever you bring any machinery to site of work and get it verified by the company.

9.3.8 Hoisting appliances should be provided with such means as will reduce to the minimum the risk of any part of suspended load becoming accidentally displace

9 IREL Bank Details for money transfer through RTGS/NEFT

1. Name of the Bank: State Bank of India, Chavara, Kollam.
2. Bank A/C No. 57013595003
3. IFSC Code: SBIN0070055

After remittance of the amount, the party has to intimate the following details to IREL.

1) UTR No.
2) Name of the party.
3) Date of remittance.
4) Amount remitted.
5) Order from IREL against which payment is made.

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10 REGISTRATION DETAILS

Name of the firm	
PF Regn. No.	
PAN	
Micro Small Medium Enterprise Type and Regn. No.	
Category to which the MSME belongs	SC/ST / Women / Others
GST Regn.No.	
Name of the Contact Person	
Phone Number(s) - Landline / Cell phone	
Email address(es)	

Refer The Gazette of India: Extraordinary Part II, Section 3 (ii) for new definition of MSME status, which is effective 01.07.2020.
In case MSE participates in the TReDS Platform, they stand to get benefits. Visit https://www.rxil.in/Home/Indexfor more info.

Note: The contractor shall furnish

1. Self-certified copy of PAN card.

2. Self-certified copy of GST registration certificate (if any) before the commencement of the work.

3. In case the supplier is not having GST registration certificate, supplier is required to declare the same.

Note:

Page No. 4 (containing 'Undertaking' and 'Declaration') and Page No. 25 (containing 'Bank/Remittance Details' and 'Registration Details') shall be filled in, signed, seal-affixed and submitted along with the bid.

11 Bid Security Declaration Form

Tender No. Date:

To,

M/s. IREL (India) Limited,
Chavara-691583

I/we declare as follows:

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

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

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

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity(i) failed or refused to execute the contract, as required, or (ii) failed or refused to furnish the performance security, in accordance with the 'Instructions to Bidders'.

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

Signed:

Name:

Address:
Duly authorized to sign the bid for and/or on behalf of _____ dated _____ day of _____

Corporate seal (where appropriate)

12 अन्यशर्तें /OTHER COMMERCIAL CONDITIONS

12.1 EMD (Earnest Money Deposit) /Bid Security:

(Applicable for Bids having estimated value higher than Rs.5,00,000/- , excl. GST)

12.1.1 EMD (Bid Security) for procurement of Good & Services is exempted for Micro and Small Enterprises (MSEs) as defined in
   a) MSE Procurement Policy 2012 issued by Department of Micro, Small and Medium Enterprises (MSME) and subsequent amendments or
   b) Those who are Start-ups as recognised by Department of Industrial Policy & Promotion (DIPP).

12.1.2 Earnest Money Deposit may be accepted in the form of Insurance Surety Bonds / Account Payee Demand Draft / Fixed Deposit Receipt / Banker's Cheque or Bank Guarantee(including e-Bank Guarantee) from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects.

12.1.3 In case where the EMD is provided in form of BG/e-BG it shall remain valid for a period of 30 days beyond the bid validity period.

12.1.4 Bidders eligible for exemption of EMD shall submit, along with the offer, valid MSE certificate or Udyam Registration document or certificate issued by DIPP or any other relevant documents approved by Ministry of MSME for getting the eligibility.

12.1.5 No interest shall be paid on EMD. EMD shall be dealt with as follows:
   a) EMD shall be returned to unsuccessful bidder after finalisation of order, but not later than 30 days of finalisation of order.
   b) In case of successful bidder it shall be adjusted as a part of Security Deposit (SD).

12.1.6 The EMD shall be forfeited if:
   a) The bid is revoked during its validity period.
   b) The bidder changes the terms and conditions or prices or withdraws his quotation subsequent to the date of opening.
   c) The bidder fails to accept the order when placed or fails to commence work after accepting the order.
   d) The bidder submits false/fabricated documents.
   e) The bidder fails to submit SD as stipulated in the tender.

12.2 SECURITY DEPOSIT (SD) / Performance Security:

(Applicable for Orders having value higher than Rs.5,00,000/- , excl. GST)

12.2.1 The successful tenderer shall furnish a SD amounting to 5 % of the contract value within 14days of receipt of order. Performance Security(SD) may be furnished in the form of Insurance Surety Bonds / Account Payee Demand Draft / Fixed Deposit Receipt from a Commercial Bank / Bank Guarantee(including e-Bank Guarantee) from a Commercial Bank or online payment in an acceptable form, safeguarding the purchaser's interest in all respects.

12.2.2 Late submission of Security Deposit will attract penalty at the rate of 10%per annum.

12.2.3 In case where the SD is provided in form of BG/e-BG, it shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier/ contractor.

12.2.4 The Security deposit shall be for the due and faithful performance/execution of the contract and will be subject to the terms and conditions finally concluded between the contractor and IREL (India) Limited.

12.2.5 The SD will be refunded on application by the contractor after satisfactory completion of the entire contract by discharging all obligations under the contract.

12.2.6 Should the extent or object of the contract be altered during the execution of the contract in such a way that the contract price changes by more than 10 %, then the SD shall be increased or decreased accordingly. However this does not apply to variation in contract amount due to diesel escalation clauses if provided in the tender, change in statutory duties and levies.

12.2.7 In the event of SD getting reduced by any deductions etc, the contractor shall within 15 days thereof make good for equal amount any sum /sums which may have been deducted from his SD.

12.2.8 In case of failure on part of the contractor in performance of his part of the contract, the SD will be forfeited without any further notice.

12.3 PAYMENT TERMS

12.3.1 Payment shall be made within one month of submission of bills and after completion of the work after certification by Engineer-In-Charge.

12.3.2 All payments will be subject to deduction of income tax at source at the prevailing rates of tax as provided in the Income Tax Act.

12.3.3 Payments will be made through e-payment. For facilitating e-payment, the supplier shall provide

- Beneficiary name
- Account number

- Name of the bank
- IFSC
- Nature of account (Saving/ Current/ CC/ OD)
- Branch code

12.4 SUBMISSION OF INVOICES

Bidders shall ensure submission of GST Invoice as per the formats prescribed by the statutory authorities indicating GST Reg. No. of both bidder as well as IREL (32AAACI2799F1ZN) to enable IREL to avail Input Tax Credit.Invoice must contain PAN, GST and bank details of the Vendor. In case value of goods purchased from the vendor during the year exceeds Rs.50 lakhs (Fifty Lakhs), TDS @0.1% will be deducted on the amount exceeding Rs.50 Lakhs. Non-furnishing of PAN details by vendor shall attract TDS deduction @5% on the amount exceeding Rs.50 lakhs.

12.5 TENDER SUBMISSION:

12.5.1 The Tender shall be submitted online onlyas per the following:

12.5.2 Prices quoted in the tender shall be firm and valid for 120 days from the date of opening.

12.6 VALIDITY OF BID

Tender validity period shall be **120 days** from the date of opening. In the event of Bidder withdrawing his Bid before the expiry of validity period, the EMD, if any, shall be forfeited.

12.7 ACCEPTANCE OF TENDER

IREL (India) Limited reserves the right to accept or reject all or any tender without assigning any reasons and does not bind themselves to accept the lowest offer.

12.8 AMENDMENTS

12.8.1 At any time prior to the last date for submission of bids, **IREL reserves the right to amend and modify the tender document** and the same may be intimated accordingly.

12.8.2 The amendment so carried out shall form part of the main tender and shall be binding upon the Tenderers. IREL (India) Limited may at their discretion, extend the last date for submission of bids, to enable bidders to have reasonable time to submit their bid after taking into consideration such amendments.

12.9 <u>Submission of Bid Security / Performance Security</u>:

(i) Bid Security shall be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the Purchaser's interests in all respects.

(ii) Performance Security shall be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank or online payment in an acceptable form, safeguarding the Purchaser's interests in all respects.

13 निविदा अनुसूची/ SCHEDULE OF TENDER (SOT)

No.	Particulars	
13.1	Name of Work	PREPARATION OF FIRE DRAWINGS AND BOQ FOR IMPLEMENTATION OF FIRE PROTECTION SYSTEM AT IRERC
13.2	Type of Tender	Public Tender through GeM
13.3	Estimated Contract Value including Taxes	Rs.1,93,520/-(Incl.GST)
13.4	Start Bid Date and Time	Through GeM portal
13.5	Close Bid Date and Time	
13.6	View Tender Date and Time	
13.7	Opening of Techno-Commercial Bid	
13.8	Opening of Price Bid	
13.9	Tender Document Cost (TDC) to IREL	Nil
13.10	Earnest Money Deposit (EMD) to IREL	Nil
13.11	**Prequalification criteria (PQ) of the Tender**: "The Bidder shall have taken up at least one work involving Consultancy services for works/procurement in Fire Protection domains during the last seven years ending 31.10.2026. The Bidder shall submit copies of Work order towards proof of having undertaken the work."	
13.14 (b)	1. *After opening of the tender, if required, clarifications shall be sought only on documentary proof already submitted online against the qualification criteria of the tender.* 2. *No resubmission of documentary proof against the qualification criteria of this tender shall be sought after opening of this tender.* 3. *Offer submitted without above mentioned documentary proof shall be considered as unresponsive and summarily rejected without any further notice.* 4. *Relaxation with respect to prior turn over and experience shall not be considered for Startups and MSME*	
13.15	Security Deposit	As per Clause 12.2
13.16	Period of Contract	As per Clause 14.2
13.17	Payment of the contractor	As per Clause 14.3
13.18	Liquidated Damages	As per Clause 6.22

कृते आई आर ई एल (इंडिया) लिमिटेड / For IREL (India) Limited

विभागाध्यक्ष (वाणिज्यि) /HOD (Commercial)

14 निविदा **की विशेष शर्त / SPECIAL CONDITIONS OF CONTRACT**

14.1 Scope of work : The work shall include the following: -

14.1.1 Site inspection of the following buildings at IREL(India) Limited, Research Centre, Kollam

Sl. No.	Building Details	Total Area Sq.M	Nature of Building
1	IRERC Main Building	750	2 storied RCC Roof building
2	Mineral Pilot Plant	530	Structural Asbestos Roof
3	Chemical Pilot Plant	140	Structural Asbestos Roof
4	Sub Station	40	Single storied RCC Roof Building

14.1.2 Measurement of the Buildings, wherever required
14.1.3 Preparation of Fire safety drawings
14.1.4 Preparation of a detailed Bill of Quantities (BoQ) for the proposed Fire protection System
14.1.5 Provide necessary documentation and assistance to obtain initial NoC from Fire and Rescue Dept., Govt. of Kerala. Inspection fee and incidental expenses for obtaining initial NoC from Fire and Rescue Dept. will be extra and to IREL account. Copies of the building layout drawings available with IREL shall be submitted for verification.

14.2 Time of completion:
The Fire drawings, detailed BoQ for the proposed Fire protection System and all necessary documents to apply online for obtaining initial NoC from Fire and Rescue Dept., Govt. of Kerala shall be submitted to IREL within 30 Callender days from the date of receipt of our Work order.

14.3 Payment terms
100% payment after submission of Fire drawings, BoQ for the proposed Fire protection System and all necessary documents to IREL for obtaining initial Fire NoC from Fire & Rescue Dept.

14.4 Evaluation: Evaluation will be done on overall L1 basis based on the Price offered as per Price schedule.

14.5 Award of Contract: Order will be awarded to technically and commercially qualified bidder with lowest price on overall L1 basis

14.6 Contact officials:

	Name	Telephone	Email.id
1	Shri. Indu S Nair, CM-Tech (Chemical)	0476-2680701-05 9447985823	indussnair@irel.co.in

Email is the preferred mode of communication

कृते आई आर ई एल (इंडिया) लिमिटेड / For IREL (India) Limited

विभागाध्यक्ष (वाणिज्यि) /HOD (Commercial

15 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 source 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 provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

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

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

16. Price Schedule

S.No.	Description	Lumpsum cost (Rs) of services in totality
1	Lumpsum charges for Preparation of Fire Drawings and BoQ for implementing Fire Safety system in IRERC buildings including submission of all necessary documents to obtain initial Fire NoC for buildings from Fire & Rescue Dept., Govt. of Kerala as mentioned in the Scope of work.	xxx

GST shall be inclusive as applicable

Declaration:-

1. I/We have fully read and under stood and completely satisfied myself / ourselves of the conditions set forth under the tender and accept the responsibility to carry out the work at the rates mentioned above.
2. I/We have studied the site situations & requirements and held discussions with all concerned regarding the terms and conditions of the tender and the rate quoted above by me /us is after taking into consideration of all aspects thereof.

Signature of Bidder

Place:

Date:

Name & Full address

17 PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(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 _____ (Chavara 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 SavarkarMarg, 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 power exercisable by the IREL (India) Limited 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

18 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 _____ (Chavara 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 SavarkarMarg, 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) Limiteda 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) Limitedstating 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) Limitedby 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) Limitedany 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) Limitedunder or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IREL (India) Limitedcertifies 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) Limitedshall 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) Limitedagainst 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) Limitedor any indulgence by IREL (India) Limitedto 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) Limitedin 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