



## 1. Tender specifications including declaration



### Rate Contract for Operating Canteen for Forum Members

**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. 27 (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:

Chairman & Managing Director IREL (India) Limited 1207, V.S. Marg, Prabhadevi Mumbai - 400 028 Ph: 022-24225778 Email: <a href="mailto:cmd@irel.co.in">cmd@irel.co.in</a>	Chief Vigilance Officer IREL (India) Limited 1207, V.S. Marg, Prabhadevi Mumbai - 400 028 Ph: 022-24221068 Email: <a href="mailto:cvo@irel.co.in">cvo@irel.co.in</a>
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We assure you that complaints if any made by you on the subject will be kept confidential and fair investigation will be conducted and appropriate action will be taken. Similarly, we expect your commitment to the under taking and its violation will have consequences as per prevailing rule of the company.

Thanking you,

For IREL (India) Limited

DGM (Commercial)

Date:



#### 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 (with seal): .....

#### 5. DECLARATION

I/ We have remitted Rs. .... (.....) towards Tender Document Cost (TDC) vide BG / DD No..... dated..... and/ or Rs. .... (.....) towards Earnest Money Deposit (EMD) vide BG / DD No..... dated..... and proof of the same are enclosed in a separate cover.

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

Signature of the tenderer:

Full address:

Place:



Date:

## 6. Important Instructions

This is an e-procurement event of IREL (India) Limited, Chavara. The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020. Kindly peruse the terms & conditions of this tender before submitting your offer online. Bids that do not comply with the tender conditions with documentary proof (wherever required) will not qualify for opening of price bid.

### 6.1. Process of E-tender :

**A) Registration:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a PC connected to the Internet. MSTC/ IREL(India)Limited are not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/eprochome/IREL](http://www.mstcecommerce.com/eprochome/IREL)**

1) Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → PSU/Govt. depts. → IREL(India)Limited → Register as Vendor Filling up details and creating own user id and password → Submit

2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact MSTC/ IREL(India)Limited, (before the scheduled time of the e- tender).

#### Contact persons (MSTC):

Arnab Sarkar. Cellphone No.: 9986036012. Email: [asarkar@mstcindia.co.in](mailto:asarkar@mstcindia.co.in)

#### Contact Persons (IREL):

Commercial Dept. Email: <a href="mailto:purchase-ch@irel.co.in">purchase-ch@irel.co.in</a>	
B.Seetharam DGM (Commercial) Ph. No.: 0476-2680701	S.K.Pandey CM (Purchase) Ph. No.: 0476-2680701

#### B) System Requirement:

i) Windows 98 /XP-SP3 & above/Windows 7 Operating System

ii) IE-7 and above Internet browser.

iii) Signing type digital signature (Class-3)

iv) JRE 7 update 65 and above software to be downloaded and installed in the system.

To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ Custom level

6.2 (A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.

(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by IREL(India)Limited. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.

#### Note:

The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high,



	action as per prevailing instruction/guideline shall be taken.
6.3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
6.4.	<p><b><u>Special Note regarding Transaction Fee:</u></b></p> <p>The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making any change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto-authorised and the vendor shall receive a system generated mail. Transaction fee is non-refundable by MSTC.</p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b>NOTE:</b> The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p><b>Contact Details:</b> FAX No.: 033- 22831002 EmailIDs: <a href="mailto:sanjibpoddar@mstcindia.co.in">sanjibpoddar@mstcindia.co.in</a>, <a href="mailto:arindam@mstcindia.co.in">arindam@mstcindia.co.in</a>, <a href="mailto:rpradhan@mstcindia.co.in">rpradhan@mstcindia.co.in</a>, <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a>.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is non-refundable. In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
6.5.	<p>Vendors are instructed to use <b>Upload Documents</b> link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors need to <b>attach documents through Attach Document</b> link against the particular tender. For further assistance please follow instructions of vendor guide.</p>
6.6	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by IREL as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
6.7.	<p>Please note that there is no provision to take out the list of parties downloading the tender document from the website mentioned in NIT. As such, bidders are requested to check the website regularly before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender. <b>The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</b></p> <p>No separate intimation in respect of corrigendum to this NIT (if any) will be sent directly to tenderer (s) who have downloaded the documents from website. Please see web page <a href="http://www.mstcecommerce.com/eprochome/IREL">www.mstcecommerce.com/eprochome/IREL</a> of MSTC Ltd.</p>
6.8.	E-tender cannot be accessed after the due date and time mentioned in NIT.
6.9.	<p><b><u>Bidding in E-Tender &amp; Reverse Auction:</u></b></p> <p>Bidder(s) need to submit necessary EMD, Tender Document Cost (TDC), if any, and Transaction fees to be eligible to bid online in the e-tender. TDC and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful</p>



bidder(s) will be refunded by IREL(India)Limited.

The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-procurement → PSU/Govt. Depts. → IREL Login → My menu → Auction Floor Manager → live event → Selection of the live event

The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.

After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid.

**NOTE:** - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.

In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter **SUPPLIER**.

It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.

Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

6.10	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
6.11	No deviation to the technical and commercial terms & conditions are allowed.
6.12	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
6.13	IREL(India)Limited, Chavara has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
6.14	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com/eprochome/IREL">www.mstcecommerce.com/eprochome/IREL</a> of MSTC Ltd.
6.15	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.



6.16	The bid will be evaluated based on the filled-in technical & commercial formats.
6.17	The documents <b>uploaded and attached</b> to this event by bidder (s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.





## 7. MSTC's e-Procurement Portal Guidelines for Vendors

((The following section is meant only to provide guidance to bidders about the e-procurement portal of MSTC. These guidelines are subject to change from time to time depending on the development of the portal. Bidders are advised to keep checking the latest guidelines from the website to keep themselves updated. They may also contact the offices of MSTC to seek clarification on any point. MSTC shall not be responsible for any mistake committed by any bidder or for any consequent loss to the bidder due to misunderstanding anything written hereunder.)

### System Requirement:

The following requirements need to be fulfilled for optimum use of MSTC e-procurement system.

- (1) A computer connected to internet through an ISP.
- (2) The computer should have adequate RAM depending on version of Windows.
- (3) The computer (Desktop / Laptop) should have Windows XP SP3 or above.
- (4) The website is best viewed in Internet Explorer version 7 or above.
- (5) All the ActiveX controls of the Internet Explorer should be set in **Enable** mode. The settings under Browsing History (Under Tools → Internet Options → General) for Check for newer versions of web pages should be kept as Every time I visit the webpage.
- (6) All Pop-Blockers should be kept in **Disable** or turn off mode.
- (7) The protected mode of the computer should be turned off for higher version of Windows where available.
- (8) Latest Drivers for your Digital Signature Certificate should be installed properly in the computer.
- (9) The website <https://www.mstcecommerce.com> should be added to the list of Trusted Sites.
- (10) The computer should have Java Runtime Environment version 7 update 9 or above installed in it.
- (11) Windows user should have the privilege to install packages on being prompted on screen like TCS signer certificate needs to be installed for DSC operation, java applet needs to be loaded etc.

NB:- For further queries the vendors may refer to the FAQ at [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome)

### Registration

Vendors have to register separately for each Buyer in whose e-procurement events they wish to participate. For example, if a vendor wishes to participate in e-procurement events for Buyer A and Buyer B, he will have to register separately for the two Buyers. Visit the website [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) and the screen will look like this:



Click on the Logo of NHPC to register. Click on "Register As Vendor". A Form will open up. Fill up the Form and click on Submit.





If you proceed with the DSC, system will automatically change the contact person's name to match with the DSC Issued to name and will map the DSC with the user id for future use. For all subsequent logins, system will check if the correct pair of user id and DSC are being used or not and will allow login only if the correct pair of DSC and user id are used. Else, system will prevent you from logging into the system.

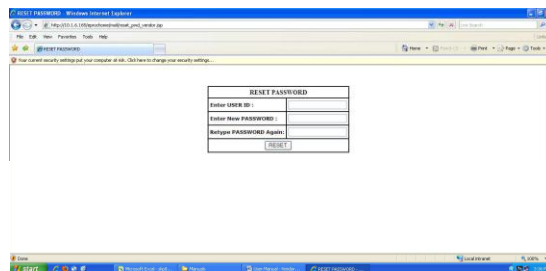
NB: For further queries vendors May refer to the FAQ at [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome)

### Change / Forget Password

In case a vendor forgets his password or wishes to change his password, he shall click on the link Reset password.



The system will ask for user id and new password as shown below.



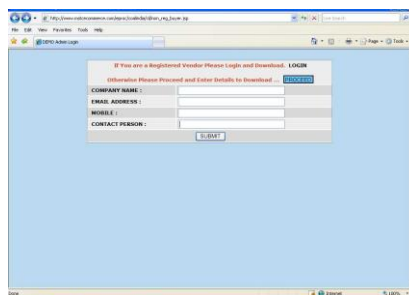
Fill up the fields and click on reset. The system will ask for DSC and if authenticated correctly, the password will be reset. Please remember that this facility is available only after first successful login with the DSC.

### DOWNLOADING OF NIT / CORRIGENDUM BY VENDOR

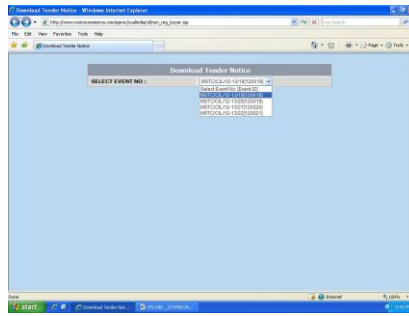
#### a. Unregistered Vendors

Step 1: Click "Download NIT/Corr" link on "<http://www.mstcecommerce.com/eprochome/irel>".

Step 2: Click 'proceed' button and fill up the format providing the details of Company, Name, e-mail ID, Mobile No. & Name of the contact person.

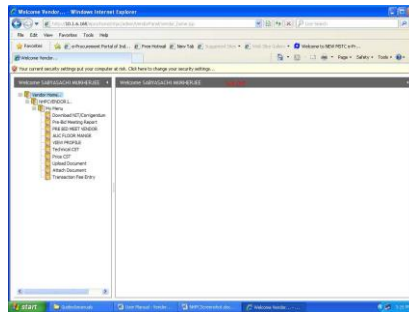


Step 3: After submission of the details, select the event No., select the notice/corrigendum and download the same

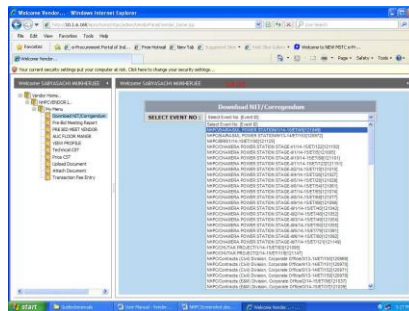


## b. Registered Vendors

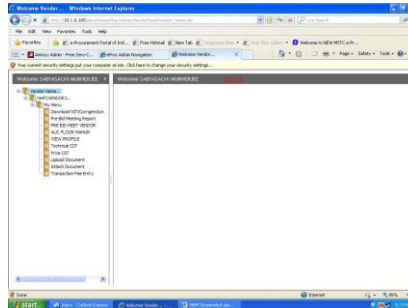
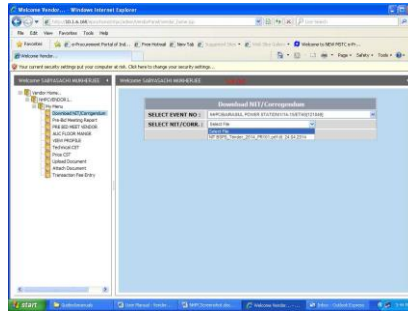
Step 1: Login with user ID, password & DSC. Under “Vendor Login” at <http://www.mstcecommerce.com/eprochome/irel/>



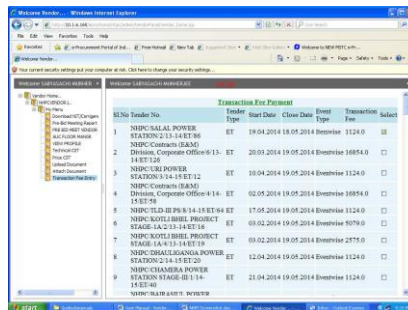
Step 2: Click “DOWNLOAD NIT/CORRIGENDUM” LINK.



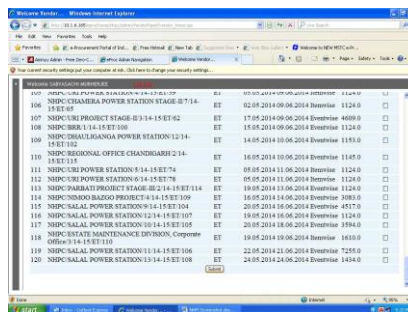
Step 3: Select the event and select the NIT/CORRIGENDUM and download & save.



The vendor may enter the transaction fee details by using the "Transaction Fee entry" Link under "My Menu" in the vendor login. On Clicking the following Page appears as shown below.



Here the vendor may select the particular tender in which they want to participate by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom of the page as shown below.





Then the following page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date of Transaction, And the Remitting Bank in the given fields and then clicking on the “**Confirm**” Button as shown below. The amount field cannot be edited.

**Pre-Bid Meet:** Log in with your user id, password and DSC. Click on the link PRE BID MEET VENDOR. Select the Event. Type in your query in the box provided and click on Send.

When the Buyer replies to your query, it will be automatically displayed under your query in the second display box as shown above. You can view all the queries and the replies thereto during the Pre Bid Meeting without knowing the names of the persons raising the queries. The Pre Bid Reports of all concluded Pre Bid Meetings can be accessed through the link PRE BID MEET REPORT.

## Bidding in e-tender

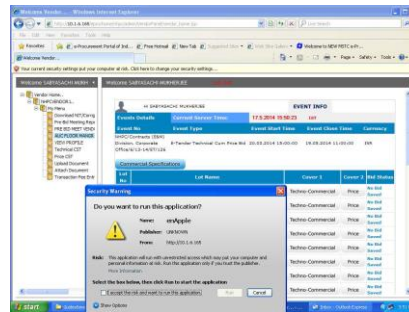
Log into the website with your user id, password and DSC. Click on AUC FLOOR MANGR

Event No	Event Name	Event Date
1	PROCUREMENT OF SUPPLY OF...	2014-05-14 10:00
2	PROCUREMENT OF SUPPLY OF...	2014-05-14 10:00
3	PROCUREMENT OF SUPPLY OF...	2014-05-14 10:00
4	PROCUREMENT OF SUPPLY OF...	2014-05-14 10:00
5	PROCUREMENT OF SUPPLY OF...	2014-05-14 10:00
6	PROCUREMENT OF SUPPLY OF...	2014-05-14 10:00
7	PROCUREMENT OF SUPPLY OF...	2014-05-14 10:00
8	PROCUREMENT OF SUPPLY OF...	2014-05-14 10:00
9	PROCUREMENT OF SUPPLY OF...	2014-05-14 10:00
10	PROCUREMENT OF SUPPLY OF...	2014-05-14 10:00



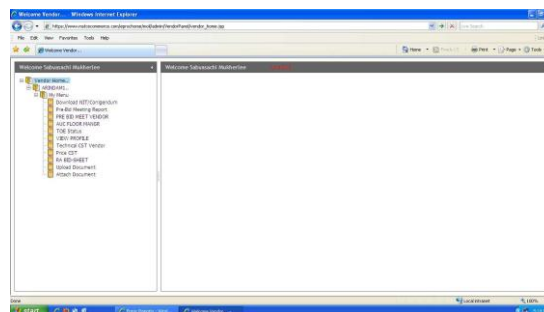


Click on Live Events to view and participate in running events. Click on Forthcoming to view upcoming events. For bidding in any e-tender, click on the event number from the list of live events. Wait for the enApple application to be downloaded on your computer and Run the application by ticking the check box and clicking on the Run button. This exercise has to be done twice before proceeding further.

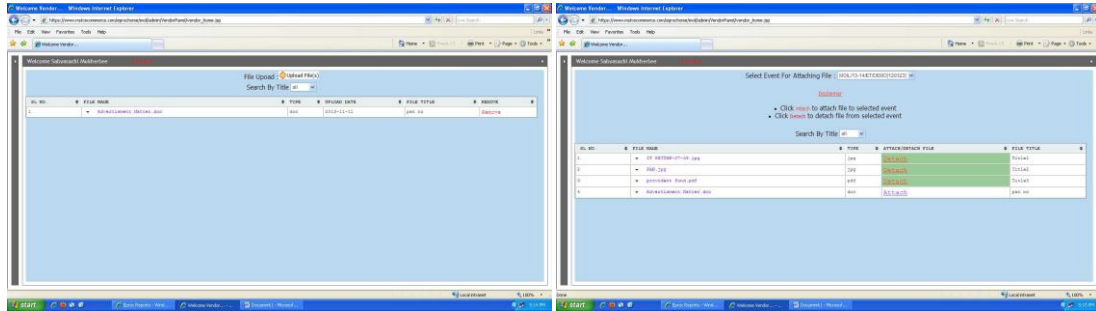


If there is any problem in the Running of enApple application, check for the JRE version installed in the computer and upgrade the same if necessary. To bid in an e-tender, click on the "Techno- Commercial" and "price" links under Cover 1 and Cover 2 respectively and save them for entering your Bid against the desired lot. Some tenders may have "Common/Commercial Specification or Terms". In those tenders both the aforesaid links will be activated only after saving the "Common/Commercial Specifications or Terms" After opening the Tech Cover, fill up the form and click on Save button provided at the bottom of the page. This will save your bid which you can edit later on. Once a bid has been saved, the Bid Status would change to "Technical Bid Saved" after saving Cover 1 and "Price Saved" after Saving Cover 2. To edit your technical/price bid, click on the links "Techno-Commercial" and "Price" respectively. To quote the price bid, click on the link "Price" under cover 2. As you fill the required fields, the system displays the site cost per unit and total site cost as alerts. The price bid can be saved and edited subsequently through the same link. For Item-wise tenders, Final Submission will have to be done against individual lot. For Event-wise tenders, there will be only one Final Submission. After Final Submission, a bid can be withdrawn and in such a case, the bidder's bid will not be considered during opening of the tender. After Final Submission, if a bidder wishes to change his/her bid, the bidder can delete his/her bid and submit bid afresh.

## To upload & attach documents



Please select the Upload documents link from My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB. Once documents are uploaded in the library, vendors can attach documents through **Attach Document** link against the particular tender.



In the attached document link, Documents already uploaded, will be available. Vendors just need to select the particular tender and click attach against the documents which are required. Vendors may detach the documents also if required. Documents once uploaded can be used for multiple tenders and need not be re-uploaded for each tender separately. Documents need to be attached with tenders; otherwise such documents will not be available to buyer for downloading against any tender. Once the technical and price bids have been filled and documents have been uploaded and you feel that you won't edit them any further, you are required to submit the bid by clicking on Final submission button provided at the extreme right against each lot. Once the said button is clicked and the data is digitally signed with bidder's Digital Signature, the bid stands submitted and no further editing of the bid is possible thereafter. The screen will appear to read as Bid Already Submitted and the links for Technical and Price Bids will get disabled. Bidders will receive an acknowledgement mail in their registered email id against each tender after final submission against each lot Bidders are required to take special note of the following points.(a) A bid can be edited any number of times and documents can be uploaded before the final submission of bid (i.e., before clicking on Sign & Encrypt). Once the bid has been submitted by clicking on Final Submission, no further editing of bid or uploading of documents is possible. (b) A bid can be submitted up to the scheduled closing time of the event. After the closing time of event has passed, no bid will be accepted by the system. Hence, bidders are advised to make final submission of their bids well in advance.(c) A bid can be withdrawn or deleted prior to the closing time of the event. However in case of withdrawal of bid, no fresh bid can be submitted. On the other hand if a bidder wishes to edit his bid after final submission he may do so by clicking the "Delete Bid" button and re-submit his bid.





## 8. GENERAL CONDITIONS OF CONTRACT

### 8.1 Definition of Terms:

In the contract (as hereinafter defined) the following words, definitions and expressions shall have the meanings hereby assigned to them. Except where the context otherwise requires

#### 8.1.1 **Purchaser/Company/Contractee/ IREL(India)Limited**

The 'Purchaser/Company/Contractee/ IREL(India)Limited' shall mean IREL (India) Limited, Chavara Unit incorporated under the companies act, 1913 and having its registered office at Plot No. 1207, Opp. Siddhi Vinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai-400028.

#### 8.1.2 **Contractor/Supplier/Tenderer/Bidder**

The 'Contractor/Supplier/Tenderer/Bidder' shall mean the person or company whose tender is accepted by the Purchaser and shall be deemed to include the Contractor's successors, legal heirs, executors, administrators, representatives and permitted assignees.

#### 8.1.3 **Sub-contractor**

The 'Sub-contractor' shall mean the person or company named in the contract for any part of the work or any person to whom any part of the contract has been sub-let by the Contractor with the consent in writing of the Purchaser and shall include his legal heirs, executors, administrators, representatives and assignees approved by the Purchaser

#### 8.1.4 **Contract**

Contract shall mean and include the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, drawing specifications, Scope of Work, tender submitted by the Tenderer, including his price offer, Performance Guarantee Bond and other Bonds, Letter of Acceptance, Work/purchase/service/consultancy Order and the Contract and any communication having the effect of amendment of the contract, and the contract agreement..

#### 8.1.5 **Contract price** means the sum mentioned in the tender that has been accepted, subject to such additions thereto or deductions there from as may be made under the provisions of the contract.

#### 8.1.6 **Duration of Contract** means the period stipulated in the contract or work order and includes any extended period thereof, if any made by a written communication.

#### 8.1.7 **Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC)**

The term "Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC)" as used herein shall mean officer or engineer as designated by IREL(India)Limited.

#### 8.1.8 **Representative of Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC)** means any assistant of the officer /Engineer appointed from time to time by IREL(India)Limited to perform the duties of OIC/EIC.

#### 8.1.9 **Terms & Conditions** means the Special Conditions of Contract and General Conditions of Contract herein mentioned and other stipulations incorporated in any part of Tender Document and /or Agreement.

#### 8.1.10 **Tender Specification**

The term "Tender Specification" shall mean the design data, drawing schedules, broad equipment characteristics and other technical details furnished with the invitation to tender for the purpose of submitting the offer by the tenderer.

#### 8.1.11 **Contract Specification**

The term "Contract Specification" shall mean the schedules, detailed designs, statements of technical data, performance characteristics and all such particulars mentioned as such in the contract

#### 8.1.12 **Letter of Intent (LOI)**

The term "Letter of Intent (LOI)" shall mean intimation by a letter to successful tenderer that the tender has been accepted in accordance with the provisions contained in that letter.

#### 8.1.13 **Site**

The term "Site" shall mean the place or places envisaged by IREL(India)Limited at which the plant and equipment supplied under the contract are to be erected and/or services/works/consultancy are to be performed under the contract.

### 8.2 **OFFICER-IN-CHARGE (OIC)/ENGINEER-IN-CHARGE (EIC):**

The Officer/ Engineer-in-charge shall have authority

- For general supervision, follow up of supply and direction of the work.
- To direct stoppage of work whenever such stoppage may be necessary to ensure proper execution of the Contract.
- To reject all works and materials which do not conform to the contract.



The OIC/EIC shall have neither any authority to relieve the contractor of any of his duties / obligations under the contract nor ordering any work involving delay or any extra payment by IREL(India)Limited or making any variation of or in the work except otherwise expressly provided herein under or elsewhere in the contract.

### 8.3 CONFLICT AND INTERPRETATION OF DOCUMENTS:

- 8.3.1 Words imparting the singular only also include the plural and vice versa where the context requires; words imparting persons include firms or corporations and vice versa where the context requires.
- 8.3.2 Word imparting masculine gender includes the feminine gender and vice versa where the context so requires.
- 8.3.3 The several documents forming the contract are to be taken as mutually explanatory of one another. In case conflicting statements or directives should occur among the contract documents, it shall be the responsibility of the successful bidder to notify IREL(India)Limited, with a copy sent concurrently to the OIC/EIC, immediately in writing and obtain instructions from IREL(India)Limited to eliminate the conflict.
- 8.3.4 The successful bidder shall notify IREL(India)Limited, with a copy sent concurrently to the EIC/OIC, promptly of any discrepancies, omissions or doubts it may have, regarding drawings, specifications or other documents. Noted or calculated dimensions shall always be followed
- 8.3.5 In the event of conflict between various documents forming the contract, the relevant terms and conditions of the work/purchase/service/consultancy order shall prevail over those of all such other documents forming the contract and binding on the contractor and IREL(India)Limited.
- 8.3.6 In case of conflict between the General Conditions of contract and the Special Conditions of the contract, the Special Conditions of contract shall prevail.

### 8.4 Standards

The Machinery, Material, works, Services, etc. supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, the latest current edition or revision of the relevant Indian Standards and Codes shall be considered.

### 8.5 Scope of Order and Specifications

Contractor shall supply the material or execute the work according to the specifications enclosed and in accordance with all conditions both general and specific enclosed with work/purchase/service/consultancy order, unless any or all of them have been modified or cancelled in writing either as a whole or in part by IREL(India)Limited.

### 8.6 Inspection of site

The bidder or his representative shall be deemed to have inspected and examined the site and surroundings before submitting his tender and shall obtain the necessary information as to risks and other circumstances which may influence or affect his tender.

### 8.7 Assignment and Subletting

- 8.7.1 The contractor shall not assign, sublet or transfer the contract or any part thereof or any benefit or interest therein or there under without the written consent of IREL(India)Limited.
- 8.7.2 The contractor shall not sublet the whole or any part of the work without the written consent of IREL(India)Limited and such consent, if given, shall not establish any contractual relationship between the sub-contractor(s) and IREL(India)Limited and shall not relieve the contractor of any responsibility, liability, or obligations under the contract and the contractor shall be responsible for the acts, defaults or neglects of any sub-contractor or his agent or workmen.

### 8.8 Prices

Unless otherwise agreed to specifically in order, the price payable by IREL(India)Limited to the contractor under the order shall remain firm throughout the period of contract.

The Bidder shall include in his tender all items of equipment/system etc. as stated in the Technical specifications of the tender. The prices shall be itemized in accordance with the Price bid Schedule attached with the tender and the Bidder quoted for all items as per Price bid format will only be considered for opening the price bid.

The Contractor is responsible and liable for remitting all statutory dues collected / included in the Price schedule of the contract to the statutory authorities without fail. IREL(India)Limited is not responsible for remittance of such statutory liabilities of the contractor.



## 8.9 Taxes, duties & levies

Bidders must clearly mention their Tax Registrations, wherever applicable in their offers and invoices. Tax shall be clearly mentioned in the offer indicating the applicable rates, otherwise it shall be considered to be inclusive of tax, as applicable.

In order to enable IREL (I) L to avail tax benefits, the contractor shall ensure submission of Tax invoice as per the prescribed formats by the statutory authorities. In case the Supplier fails to submit the requisite documents, the amount on account of duties/ taxes, levies as indicated in his quotation/invoice / Work order/Contract shall not be paid.

## 8.10 EMD, if any is liable to be forfeited if:

- The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
- The tenderer fails to accept the order when placed or fails to commence supplies/works/services after accepting the order.
- The bidder submits false/fabricated documents.
- The bidder fails to submit SD as stipulated in the tender.

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

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

## 8.12 Liquidated Damages (LD)

- 8.12.1 Liquidated Damages (LD) shall be levied where reasons are attributable to supplier / contractor for delays in execution of purchase order/ contract. LD shall be levied @0.5% per week or part thereof on the value of unfinished supply/work for each week of delay, subject to a maximum of 5% of the total value of contract.
- 8.12.2 Wherever the supply/work is on turnkey basis or having a bearing on commissioning and performance of the system in total, LD is to be imposed on total value.
- 8.12.3 If, at the time of issuing the order, separate period of completion is specified for certain item of work or group of items of work, LD can be levied on the total value of item of work or group of items of work which are completed beyond the agreed contract period.

## 8.13 FORCE MAJEURE:

- 8.13.1 Force majeure is an event beyond the control of supplier/contractor and not involving the supplier's/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(India)Limited may deem fit to consider so. The decision about force majeure shall rest with IREL(India)Limited which shall be final and binding. Force Majeure clause has to be compulsorily embedded in the order.
- 8.13.2 If there is delay in performance or other failures by the supplier/contractor to perform obligations under its contract due to event of a Force Majeure, the supplier/contractor shall not be held responsible for such delays/failures. \
- 8.13.3 If a Force Majeure situation arises, the supplier/contractor 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 purchaser in writing, the supplier 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.
- 8.13.4 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 sixty days, IREL(India)Limited may at its option terminate the contract without any financial repercussion on either side.

## 8.14 Performance test

The Contractor shall be responsible for carrying out performance tests on all equipment supplied by him and/or procured by the Purchaser as indicated in the Technical specifications covered in the Tender document, in the presence of the Purchaser's representative. This responsibility shall rest with the Contractor regardless of whether the erection has been carried out by him or any other agency.

On the satisfactory completion of the performance test, the Purchaser will issue an Acceptance certificate on written request from the Supplier.



The date of the acceptance certificate shall be considered to be the date of satisfactory completion of the performance test.

#### 8.15 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.

#### 8.16 Accident or Injury to Workmen

The Contractor shall be solely liable for any accident or injury that may happen to any of his personnel engaged in the Contract. IREL(India)Limited shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any personnel in the employment of the Contractor and the Contractor shall indemnify and keep indemnified IREL(India)Limited against all such claims, damages, compensations and proceedings. The Contractor shall forthwith report to IREL(India)Limited all cases of accidents to any of his personnel and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

#### 8.17 Compliance with Statutory and Other Regulations

The Contractor shall, in all matters arising in the performance of the Contract, conform at his own expense to the provisions of all Central or State statutes, ordinances or laws and the rules, regulations, or bye-laws of any local or other duly constituted authority and shall keep the Purchaser indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule regulations or bye-law. The Contractor shall give all notices and pay all fees and taxes required to be given or paid under any Central or State statutes, ordinances or other laws or any regulations or bye-laws of any local or other duly constituted authority in relation to the contract.

#### 8.18 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.

#### 8.19 Method of black listing vendors

- 8.19.1 Failure by the vendor to supply/execute the contract as per order may result in black listing of vendors by the authority competent to conclude the contract. The black listed vendor shall not be considered for a minimum period of one year from the date of black listing.
- 8.19.2 Further the competent authority may blacklist the bidder, if the bidder changes bid either techno-commercial and / or price or withdraw his bid after receipt of the same and during the validity period of bid.
- 8.19.3 Further, the vendor shall be banned from doing any business with IREL(India)Limited:
  - a. If security considerations including question of loyalty to the state so warrant.
  - b. If the proprietor of the firm, its partner or representative is convicted by a court of law following prosecution for offences relating to business dealings.
  - c. If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law, etc.
- 8.19.4 An order for ban/ suspension passed for a certain specified period shall be deemed to have been automatically revoked on expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of suspension/ban passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.
- 8.19.5 An order of ban on grounds of conviction by Court of Law may be revoked if, in respect of the same facts, the accused has been wholly acquitted by a court of law.

#### 8.20 Secrecy

The Contractor shall not at any time during the pendency of the contract or there after disclose any information furnished to them by IREL(India)Limited or any drawings, designs, reports and other documents and information prepared by the Contractor for this contract, without the prior written approval of IREL(India)Limited except in so far as such disclosure is necessary for the performance of the Contractor's work and service hereunder.

#### 8.21 Indemnity

The contractor shall indemnify IREL(India)Limited and keep IREL(India)Limited indemnified to the extent of the value of free issue materials to be issued till such time the entire contract is executed and proper account for the free issue materials is rendered and the left over/surplus and scrap items are returned to IREL(India)Limited. The contractor shall not utilize IREL(India)Limited's free issue



materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause/result in any loss/damage to IREL(India)Limited and in which case, the Contractor shall be liable to IREL(India)Limited to pay compensation to the full extent of damage/loss and undertake to pay the same.

#### 8.22 Death, Bankruptcy, etc.

If the Contractor dies or dissolve or go into bankruptcy, or being a corporation cause to be wound up except for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in law of the estate of the Contractor or any such receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to IREL(India)Limited and shall remain liable for the successful performance of the contract, and nothing aforesaid shall be deemed to relieve the Contractor or his successors of his or their obligations under the contract under any circumstances. IREL(India)Limited may terminate the Contract by notice in writing to the Contractor.

#### 8.23 Arbitration

All disputes and differences of any kind what so ever 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(India)Limited who shall state his decision in writing. Such a decision may be in the form of a final certificate or otherwise, within a period of 30 days from the date of receipt of such reference to them.

If the Bidder 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 IREL(India)Limited, represented by the Chairman and Managing Director at the registered office, Mumbai for Arbitration, in accordance with the provisions of the Arbitration and Conciliation Act and the Rules framed there under from time to time, and for the time being in force. Such written appeals should however specify only those matters in dispute, which have been referred to such authorized person but not satisfied with the decision and the reasons leading to his dissatisfaction.

If the period of 30 days has expired at any stage, stipulated in the preceding paras without any response from the Bidder before such expiry, the Bidder is deemed to have communicated his satisfaction to the decision of IREL(India)Limited L 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. The seat of arbitration will be at Mumbai and only the appropriate Court coming under High Court of Mumbai will have jurisdiction to entertain all matters of litigation to the exclusion of all other courts. The Bidder 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 Arbitration. For Global tender this clause may be modified by the competent authority on case to case basis.

**8.24 Jurisdiction:** The courts within the local limits of whose jurisdiction the place from which the purchase 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 the same will be subject to exclusive jurisdiction of Court of Kollam, Kerala.

#### 8.25 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.

#### 8.26 RISK PURCHASE CLAUSE

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

#### 8.27 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.





## 8.28 PATENT INFRINGEMENT AND INDEMNITY:

The Supplier shall protect, indemnify and save harmless to IREL(India)Limited, its successors, assigns, customers and users of its products, against all liability, including costs, expenses, claims, suits or proceedings at law, in equity or otherwise, growing out of, or in connection with, any actual or alleged patent infringement (including process patents, if any), or violation of any license with respect thereto, by reason of the manufacture and/or sale by, or on behalf of Supplier of the plant or any part thereof, or the purchase thereof by IREL(India)Limited or the use thereof in India for the purchase for which it is furnished, or the sale by IREL(India)Limited, its successors or assigns or products made, manufactured, fabricated, processed or produced with the said plant or any part thereof, and will defend or settle at Supplier's own expense, any such claims suits, or proceedings.

IREL(India)Limited will promptly notify the Supplier in writing of any such claim, suit, action or proceeding coming to its attention, giving authority and all available information and assistance for the Supplier's defense of the same. If at any time the installation of the plant or any part thereof, or the use thereof in India for the purpose for which it is furnished or the sale of products produced therewith, is prevented or enjoyed because of patent infringement or claimed infringement, the Supplier shall promptly at his own expense, either procure for IREL(India)Limited the rights to use and continue to use such plant or replace the same at his own expense with equally efficient non-infringing plant satisfactory under all requirements of the contract, so that the operation of IREL(India)Limited's plant will not be unduly delayed or interrupted. If shipment of the plant, or any part thereof is prevented by attachment, injunction or otherwise, or in the course of transit from the Suppliers factory or other point of origin to the site of IREL(India)Limited, as a result of any claim of patent infringement the Supplier shall, at his own cost and expense, promptly furnish and post the necessary bond or take such other steps as may be necessary to enable shipment to be made without delay. IREL(India)Limited will have the right to retain counsel of its own choice to collaborate in the defense of any such claim, suit action or proceeding.

## 8.29 CANCELLATION

IREL(India)Limited reserves the right to cancel the Purchase/work/service/consultancy Order or any part thereof and shall be entitled 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 of 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.

## 8.30 Benefits to Micro and Small Enterprise(MSE)s:

8.30.1 Micro & Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) are eligible for the following benefits:

- (a) Issue of tender document free of cost
- (b) Exemption from payment of Earnest Money Deposit
- (c) Price preference up to 15%.
- (d) Relaxation of prior experience / prior turnover criteria as per prevalent Govt. norms.
- (e) In case MSE participates in the TReDS Platform, they stand to get benefits. Visit <https://www.rxil.in/Home/Index> for more info

8.30.2 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 supply/work is not divisible, total order will be placed on MSE, subject to bring down their price to L1 price.

8.30.3 Out of 25% procurement from MSEs, 4% is earmarked for MSE units owned by ScheduledCaste / Scheduled Tribe (SC/ST) entrepreneurs and 3% for women-owned enterprises. Tenderers are required to state clearly if they are SC/ST entrepreneurs or women-owned enterprises.



- 8.30.4 It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Materials/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. IREL (India) Limited is already registered on the TReDS platform. You are requested to kindly register on the TReDS platform. The MSME vendors can avail the TReDS facility if they want to.
- 8.30.5 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(India)Limited for grant of MSME benefits.
- 8.30.6 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.
- 8.31 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.
- 8.32 In case of any discrepancy in the Tender terms and conditions, the **uploaded Tender** terms and conditions shall be final.
- 8.33 In case of exigencies, IREL(India)Limited 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.



## 9. Annexure-I to SCOC

### 9.1. **Responsibilities of the Contractor**

- 9.1.1. Manpower Deployment- The Contractor will deploy sufficient number of experienced manpower for discharging the contractual obligation effectively.
- 9.1.2. The Contractor shall submit a list of his proposed workmen after award of Contract along with details of qualifications, experience & residential address. It shall be the responsibility of Contractor to provide police verification documents of his proposed workers to the "Officer-In-Charge" before their deployment under this Contract. Company reserves the right to verify the antecedents of any worker and reject any of the Contractor's workers. Forum management shall be at liberty not to allow entry into its premises to any of the employees whose activities appear to be prejudicial to the safety, security or other interest of Forum
- 9.1.3. The Contractor shall ensure payment of minimum wages and other statutory payment as per the provisions of Employee/Labour laws to his supervisors / workmen deputed for the work and furnish necessary proof, whenever required. Along with the monthly running bills, Contractor **should enclose a Certificate given by each of his supervisors / workmen** that they had received the payment in full from the Contractor for the said month.
- 9.1.4. The Contractor will be solely responsible for any loss, damage to Forum 's/Company's property while it is in his charge due to negligence and/or fraud, etc. on the part of the Contractor/his personnel. Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
- 9.1.5. In case, it is felt by the authorized officer of **Forum** that any person or supervisor of the Contractor is not suitable for carrying out the work, then the person or supervisor is to be replaced immediately by the Contractor. In case of absence or leave absence of workmen, it is the responsibility of contractor to provide adequate nos. of substitute manpower in such cases.
- 9.1.6. If the Contractor fails or neglects to observe or perform the terms & conditions of the Contract, **Forum/Company** may:  
(a) Hold the Contractor liable for all the losses or damages caused to Forum /Company by such failure or neglect.  
(b) Hold the Contractor liable to pay damages and compensation for loss and inconvenience caused by dislocation of all or any services by the sudden discontinuance / dislocation or stoppages and recover such losses from the amount payable to the Contractor.
- 9.1.7. The Contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.
- 9.1.8. The Contractor shall not employ any person below "eighteen [18] years" of age. Further, the Contractor shall submit copy of valid age proof certificate in respect of each workmen engaged vide this contract.
- 9.1.9. The Contractor shall be solely responsible for payment of wages / salaries and allowance, if any to his personnel that might become applicable under any new act or order of the Government during the currency of the contract. IRE Welfare Forum shall bear no liability, whatsoever, in this regard.
- 9.1.10. The Contractor shall submit an Indemnity Bond specifying that the Contractor will indemnify the employer from all damages, losses accrued on account of non-compliance of any applicable Labour/Employee law, Personal injury(s) caused during the course of employment

### 9.2. **Statutory Compliance Under Labour & Industrial Law:**

#### 9.2.1. **Statutory compliances under various Labour Laws:**

The Contractor shall be solely responsible to comply with statutory provisions of various labour laws such as Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules, 1971, The Employees Provident Funds and Miscellaneous Provisions Act, 1952, The Mines Act, 1952 & Central Rules, 1955, The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Employees Compensation Act, 1923, etc. as stated below.

#### 9.2.2. **The Employees' Provident Funds & Miscellaneous Provisions Act, 1952.**

The Contractor shall be liable to obtain PF Code from EPFO for his establishment and remit the PF amounts to EPFO in respect of the workers engaged by him every month within the time limit stipulated and submit a copy of Challan and ECR in support of PF remittance to the Engineer in-Charge.

#### 9.2.3. **The Contract Labour (Regulation & Abolition) Act, 1970 & Central Rules, 1971.**

##### 9.2.3.1. The Contractor shall obtain Labour Licence if he engages 20 or more workers on any single day and submit a copy of Labour Licence to Engineer-in-Charge before execution of the contract work.

##### 9.2.3.2. The Contractor shall be responsible to disburse every month the Minimum Wages as notified by the Ministry of Labour, Govt. of India from time to time to the workers engaged by him in the presence of Engineer-in-Charge/Authorised





Representative of Principal Employer and submit a copy of Register of Wages of the particular month to Engineer-in-Charge alongwith the signatures of the Contractor and Engineer-in-Charge/Authorised Representative of Principal Employer witnessing the wage disbursement.

9.2.3.3. The Contractor shall maintain the Registers of Wages, Wage-cum-Muster Roll, Advances, Deduction, Fines, Overtime etc and also should issue wage slip and employment card to his workers in the formats as specified under CL(R&A) Act, 1970.

9.2.4. **The Minimum Wages Act, 1948**

The Contractor shall be liable to pay Minimum Wages as notified by the Ministry of Labour, Govt. of India from time to time to the workers engaged by him before the expiry of the seventh day of every month.

9.2.5. **The Employees' Compensation Act, 1923**

9.2.5.1. The Contractor shall be liable to obtain a suitable Workmen Compensation Policy for complying with the obligation under Employees Compensation Act, 1923 on account of any personal injury and/or death caused to his workers engaged while execution of the contract work. A copy of the Policy should be submitted to the Engineer in-Charge before execution of contract work.

9.2.5.2. The payments against the bills to the Contractor shall be released subject to due compliance of statutory provisions envisaged under aforesaid various labour laws.

9.2.6. **Adherence to Safety & Security Regulations**

9.2.6.1. All Contractors personnel deployed inside the workplace should strictly follow all safety rules and regulations. They should be well-conversant with the safety precautions to be followed in the workplace. The Contractor shall abide by the advice and guidance of the Safety Officer in the workplace. In addition, the Contractor shall follow all safety codes framed from time to time. Smoking, consuming of alcohol inside the workplace premises is strictly prohibited.

9.2.6.2. Contractor shall also ensure that all existing and amended Fire & Safety Rules/Policies of IREL Contract workers Forum are strictly observed in the services rendered by him. Contractor has to strictly adhere to guidance, instructions issued from time to time in this regard. Any violation on this account shall be the Contractor's responsibility.

9.2.6.3. **Forum** will not be responsible for any accident / mishap with the Contractor's employees. The Contractor shall take necessary action for his employees in case of any incidents.

9.2.6.4. **Forum** shall not provide any medical assistance and shall have no other liability whatsoever except as expressly provided under the Contract.

9.2.6.5. All employees of the Contractor are required to follow adequate safety and will be responsible for any fault thereof



## 10. Safety Provisions

### 10.1. GENERAL

- 10.1.1. 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.
- 10.1.2. Contractor, Supervisor and personnel shall follow the safety regulations under all applicable Acts of Indian Parliament and Indian standards.
- 10.1.3. 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.
- 10.1.4. 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.
- 10.1.5. 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(I)L Chavara is issued to the contractor before commencement of work.
- 10.1.6. 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.
- 10.1.7. First aid kits as advised by IREL(I)L Medical Department shall be maintained at the work site by the Contractor/ Supervisor.
- 10.1.8. 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.
- 10.1.9. 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(I)L 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.
- 10.1.10. 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.

### 10.2. ELECTRICAL ENGINEERING ASPECTS

- 10.2.1. Adequate precautions shall be taken to prevent danger from electrical equipment.
- 10.2.2. Isolator shall be kept in OFF position when personnel are working on concerned circuits.
- 10.2.3. Fuses shall be removed when personnel are working on concerned circuits.
- 10.2.4. "MEN AT WORK" boards are put on the feeder when personnel are working on concerned circuits.
- 10.2.5. All portable tools are supplied through ELCB
- 10.2.6. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards.
- 10.2.7. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of any part of suspended load becoming accidentally displaced.
- 10.2.8. 8. "V- Belts shall not be used for any lifting purposes.
- 10.2.9. 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.
- 10.2.10. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- 10.2.11. No work shall be done on live electrical parts under rain or in wet clothes.

### 10.3. MECHANICAL ENGINEERING ASPECTS

- 10.3.1. Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the Indian Standards.
- 10.3.2. 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.
- 10.3.3. 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.
- 10.3.4. V-Belts shall not be used for any lifting purposes.
- 10.3.5. 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.
- 10.3.6. 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.
- 10.3.7. 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 displaced.



**11. IREL(India)Limited 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 M/s. IREL(India)Limited.**

UTR No.

Name of the party.

Date of remittance.

Amount remitted.

Order from IREL(India)Limited against which payment is made.

**12. REGISTRATION AND CONTACT DETAILS**

Name of the firm	
PF Regn. No.	
PAN	
Micro Small Medium Enterprise Regn. No.	
Whether the MSME belongs to SC/ST category personnel	
GST Regn.No.	
Name of the Contact Person	
Phone Number(s) - Landline / Cellphone	
Email address(es)	

**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.



### 13. Bid Securing Declaration Form

Tender No.

Date:

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

I/we declare that:

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

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

- a) have withdrawn/ modified/ amended, impairs or derogates from the tender, my/ our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the instructions to Bidders.

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

Signed:

Name:

Address:

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

Corporate seal (where appropriate)

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



#### 14. 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. \_\_\_\_\_ dt. \_\_\_\_\_ with \_\_\_\_\_ (MK unit/Chavara unit/OSCOM unit/ RED unit/Corporate Office) of M/s IREL(I)Limited, Chavara a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhi Vinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 028, India (herein after referred to as IREL(India)Limited, for \_\_\_\_\_ (details of order) (herein after referred to as 'The Contract').

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

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

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

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

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

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

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

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

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

(Signature with name in Block letters with designation,

Attorney as per power of Attorney No. \_\_\_\_\_ dt. \_\_\_\_\_)

Bank's Common seal



### 15. Tenderer's Response

Sl.No	DESCRIPTION	Response
1.	Tenderer must carefully study the Technical Specifications and all Terms & Conditions before preparation and submission of offer. All Terms and Conditions of NIT and Corrigendum, if any, shall be applicable.	AGREE
2.	The submitted NSIC/MSME certificate includes the scope of work / supply mentioned in the tender and the details of the NSIC/MSME owned by SC/ST/Women/Others category.	AGREE WITH REMARKS
3.	The bidder shall be qualifying as per theQualification criteria of bidders of this tender.	AGREE
4.	The offer submitted is as per the SPECIAL CONDITIONS OF CONTRACT.	AGREE WITH REMARKS
5.	The Terms and Conditions of the entire tender and Corrigendum, if any,have been accepted.	AGREE
6.	Scanned copies of self-attested documentary evidences towards Qualification Criteria of Bidders have been uploaded.	AGREE WITH REMARKS
7.	Scanned copy of duly filled & signed Registration details has been uploaded.	AGREE
8.	Bidder agrees to upload duly signed bid security declaration form (as per clause 13 of the tender) along with other documents (if applicable) (or). In case Bidder happens to be Central / State PSU or happens to be MSE registered with NSIC and are interested in waiver from EMD submission, relevant self attested scanned copy of certificates like Udyogaadhar/Udyam, NSIC Registration Certificates etc. are to be uploaded	AGREE WITH REMARKS



## 16. Commercial Conditions

### 16.1. TRANSACTION FEE to MSTC Ltd.

- 16.1.1. The transaction fee shall be 0.05% of estimate indicated in the basic information sheet or as stipulated by M/s. MSTC for this tender.
- 16.1.2. Payment of Transaction fee shall be made by NEFT in favour of M/s. MSTC Ltd. (Ref. Cl. 6.4 of Important Instructions).
- 16.1.3. Transaction fee and related bank charges are to be paid by bidder. Transaction fee will be reimbursed by IREL(India)Limited on submission of request for reimbursement, along with proof of the payment.

### 16.2. Tender Document Cost (TDC):

- 16.2.1. Tender Document Cost of Rs.560/- (Rupees Five Hundred and Sixty only) shall be paid to get Tender Document directly from IREL(India)Limited. No TDC is to be paid in case the document is downloaded from the website. Tender document shall be issued free of cost to Government Body/ PSU.
- 16.2.2. Payment of Tender Document Cost shall be by Demand Draft / Banker's Cheque in favour of IREL(India)Limited, Chavara (refer Clause 11 for details). Bank Charges are to be borne by bidder.
- 16.2.3. MSME bidders can claim exemption of Tender Document Cost as per Clause 8.30 of the tender.
- 16.2.4. Offer submitted without proof of payment of TDC or valid certificate for exemption of TDC shall be summarily rejected.

### 16.3. Earnest Money Deposit (EMD):

- 16.3.1. ~~Earnest Money Deposit shall be made by Demand Draft / Banker's Cheque / BG (from Scheduled Bank as per format given) only in favour of IREL(India)Limited, Chavara and proof of same shall be submitted along with offer. Bank charges are to be borne by the bidder.~~
- 16.3.2. ~~Bidders eligible for exemption of EMD shall submit, along with the offer, valid MSME certificate or Udhog Aadhaar Memorandum (UAM) document and proof of uploading of details in CPP (Central Public Procurement) Portal. Government Bodies/Public Sector Undertakings are exempted from payment of EMD.~~
- 16.3.3. ~~Offers not complying with Cl. 15.3.1 or Cl. 15.3.2 above shall be summarily rejected.~~
- 16.3.4. ~~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).~~
- 15.3.5 ~~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.~~

### 16.4. SECURITY DEPOSIT (SD):

- 16.4.1. The successful tenderer shall furnish Security Deposit (SD) amounting to **3% of the total contract value** in the same manner as specified for EMD, within 15 days of receipt of order.
- 16.4.2. 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.
- 16.4.3. The SD will be refunded on the request of the contractor after satisfactory completion of the entire contract and after he has discharged off all his obligations under the contract and on production of "No Objection certificate" form the Officer-in-Charge.
- 16.4.4. If the extent or object of the contract is 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 and change in statutory duties & levies.
- 16.4.5. In the event of SD getting reduced by any deductions etc., the supplier shall, within 15 days thereof, make good for equal amount any sum/sums which may have been deducted from his SD.
- 16.4.6. In case of failure on the part of the contractor to perform his part of the contract, the SD will be forfeited without any further notice.





## 16.5 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(I)L (32AAACI2799F1ZN) to enable IREL(India)Limited to avail Input Tax Credit.

## 16.6 TENDER SUBMISSION:

The Tender shall be submitted as per the following:

16.6.1 **TECHNO COMMERCIAL BID:** All the tender terms are to be agreed as per the requirement in **Tenderer's Response**.

16.6.2 **PRICE BID:** Shall contain only the Price as per Price Schedule format.

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

16.6.4 The Tenderer shall fill up the appropriate Price Schedule.

## 16.7 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.

## 16.8 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.

## 16.9 AMENDMENTS

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

16.9.2 The amendment so carried out shall form part of the main tender and shall be binding upon the Tenderers. IREL(I)L 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.





# 17 निविदा अनुसूची /SCHEDULE OF TENDER (SOT)

No.	Particulars	
17.1	Name of Work	Providing canteen services within the plant premises of IREL (India) Limited, Chavara Unit for Forum members, Contract labours, Visitors, Transporters etc.
17.2	Type of Tender	Public Tender (Single Part)
17.3	Estimated Contract Value	Rs.10,50,000/- (Including GST)
17.4	E-Tender Event No.	IREL/Chavara/20-21/ET/82
17.5	Mode of Tender: e-Procurement through webpage <a href="http://www.mstcecommerce.com/eprochome/irel">www.mstcecommerce.com/eprochome/irel</a> of MSTC Ltd.	
17.6	Transaction Fee: As per Clause 16.1. Access to e-tender will be available after Transaction fee is credited to MSTC a/c.	
17.7	Start Bid Date and Time	14.12.2020, 18.30 Hrs.
17.8	Close Bid Date and Time	01.01.2021, 14.30 Hrs.
17.9	View Tender Date and Time	14.12.2020, 18.00 Hrs.
17.10	Opening of Techno-Commercial Bid	01.01.2021, 15.00 Hrs.
17.11	Opening of Price Bid - after this date	02.01.2021, 11.00 Hrs.
17.12	Tender Document Cost (TDC)	Rs.560/- (As pre Clause No. 16.2)
17.13	Earnest Money Deposit (EMD)	NIL (As per Govt. guidelines (Ref: DPE/7(4)/2017-Fin.(Part-I) Dated:19/11/2020)
17.14	Qualification criteria of bidders	Service Providers who are engaged in similar nature of works for minimum 2 years only need to participate in the Tender. The Tenderer should submit the attested copies of the following documents: 1. "Food Safety License issued by the Food Safety and Standards Authority of India (FSSAI) or any other appropriate authority for running a canteen with the specified category of articles of food as mentioned in the tender" 2. Work Order/ Certificates issued by the Appropriate Authority certifying the successful running of the canteen of similar nature. 3. PF Registration Certificate
17.15	Security Deposit	As per Clause 16.4
17.16	Period of Contract	As per Clause 18.4
17.17	Schedule of Payment	As per Clause 18.5
17.18	Liquidated Damages	As per Clause 8.12

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

उ म प्र (वाणिज्य) /DGM (Commercial)



## 18 संविदा की विशेष शर्त /SPECIAL CONDITIONS OF CONTRACT

### 18.1 **Scope of work: -**

Providing canteen services within the plant premises of IREL (India) Limited, Chavara Unit for usage by the Forum members, Contract labours, Visitors, Transporters etc. Minimum expected number of people availing the canteen facility in a day is 100. It is an approximate figure and the actual figure may vary.

### 18.2 **General Conditions**

- 18.2.1 The Contractor shall be responsible for total up-keep of Canteen Building and its surroundings and he/she shall ensure that the same is maintained in a neat and tidy condition at all times.
- 18.2.2 The Contractor shall purchase and use only the quality materials as notified and permitted by FSSAI for preparation of various eatables as per menu attached in the terms and conditions of the Contract. The materials used for preparation of eatables are subject to inspection by the officials of IREL Management. If it is noticed that sub-standard materials are used for preparation of eatables, the Management reserves the right to terminate the contract forthwith.
- 18.2.3 The Contractor shall procure the items (grocery & vegetables etc.) required for preparation of food and should preserve the same in a hygienic condition.
- 18.2.4 The Contractor shall ensure the supply of eatables as per the following time schedule and at the spot prescribed from time to time.
- |                |                       |
|----------------|-----------------------|
| a) Break Fast  | : 7.30 AM - 9.30 A.M. |
| b) Lunch       | : 11.30 AM - 1.00 PM  |
| c) Refreshment | : 2.30 pm - 3.00 pm   |
| d) Tiffin      | : 5.30 pm - 6.00 pm   |
- 18.2.5 The Canteen shall function on all the working days of the Company.
- 18.2.6 The Contractor shall ensure the use of only permissible preservatives for preparation of various food items. The food items should be preserved and served in a hygienic condition at all times.
- 18.2.7 The management shall provide all infrastructure facilities required for running the canteen, such as dinning table / chairs, cooking vessels, utensils, wet-grinder, refrigerator, deep-freezer, water supply and electricity at free of cost. No facility other than as mentioned above shall be provided. The Contractor shall also be required, to use the gas stoves by arranging cooking gas at his own cost.
- 18.2.8 The Contractor shall be solely responsible for the proper use of all the facilities provided by the management and shall ensure its safe custody. In the event of any damage or loss of any of the items provided by the management, the cost of such items as determined by the management shall be recovered / deducted from the SD.
- 18.2.9 Sufficient manpower required for running the canteen in accordance with the terms and conditions of the contract shall be arranged by the contractor and all such persons shall be the employees of the contractor for all purpose including the payment of monthly wages, compensation under the Employees Compensation Act and any other liability that accrues to them under any other statutes as applicable. The Contractor shall invariably obtain the Insurance Policy covering the persons to be engaged by him in the Canteen, under the Employees Compensation Act. The same shall also be got renewed from time to time as per requirement by the Contractor. The copy of the policy shall be submitted to the Officer in Charge within 15 days from the date of award of the Contract.
- 18.2.10 The Contractor shall be responsible for complying with the provisions as prescribed under the Minimum Wages Act / Payment of Wages Act / Contract Labour (regulation & abolition) Act in respect of the persons engaged by him for execution of the contract work. He shall maintain all these records under his custody in the canteen premises and shall produce the same on demand by the concerned authorities under statute.



- 18.2.11 The persons associated with preparation and distribution of food will be required to undergo periodical medical checkups as per Mines Rules and AERB Rules at IREL(India)Limited dispensary to rule out the possibilities of communicable diseases/infectious diseases and anybody found suffering from such diseases has to be kept out of engagement till he/she is fully recovered.
- 18.2.12 The contractor shall carry out the medical tests prescribed by the medical department at his own expense and submit the reports before appointing the personnel for the preparation of food.
- 18.2.13 The persons to be engaged by the contractor shall bear a good conduct and antecedents and valid police verification report has to be produced to the Security In-Charge before commencement of work. They shall conduct themselves in an orderly manner with the stakeholders. The identity particulars of the persons to be engaged for execution of the contract work shall be furnished to the Security In-Charge before commencement of work by the contractor and security clearance has to be obtained from the Security In-Charge.
- 18.2.14 For breach of any of the terms and conditions of the contract by the Contractor or failure to perform the contract satisfactorily, shall entail Management to terminate the contract by giving notice of 15 days and no claim for any loss or damage or compensation for such termination of contract shall be payable by IREL(India)Limited/Forum Management or maintainable against IREL(India)Limited/Forum Management.
- 18.2.15 The Contractor shall indemnify and keep the Company indemnified against any loss or damage sustained by the company on account of claims or demands made on the Company by any persons employed by the Contractors for performance of the contract work including the cost of proceedings, if any, taken against the Company. The contractor shall also indemnify the company from all claims made by such person or persons under the Employees compensation Act or any injury / damage caused to persons employed by him including the cost of such proceedings.
- 18.2.16 The daily menu to be served in the Canteen is furnished at Annexure-A. The Price bid will be opened only in respect of Tenders who fulfill the technical requirement including the experience conditions.
- 18.2.17 The quotations will be evaluated on total rates for Breakfast, Lunch and Tiffins on per day basis.
- 18.2.18 Non-submission of the Certificates as stipulated above shall be considered as disqualification. The acceptance of Certificates will be subject to verification. If verification reveals the submission of false certificate by the Tenderer, the Management shall reserve the right to reject the offer / terminate the Contract, out rightly, as the case may be.
- 18.2.19 In case of any dispute arising out of the execution of the contract, the decision of the Management shall be final and binding on the contractor.
- 18.2.20 The contractor, under no circumstances, shall allow the smoking of cigarette and consumption of alcohol in the canteen premises. If found indulged by any persons within the canteen premises, the Management reserves the right to terminate the Contract forthwith.
- 18.2.21 The Contractor shall sell only permitted eatable in the canteen and sale of any other items which are not specified in the contract shall be treated as "unauthorised activities" entailing the Management to terminate the contract forthwith.
- 18.2.22 The Contractor, in addition to providing eatables to the Forum members, may require to provide eatable in the Canteen to persons who are coming to IREL(India)Limited/Forum office in connection with the company business like Transport Crews, Trainees etc and such supply should not affect the regular supply of eatable to the Forum members. No outsiders other than persons who have business dealings with the company and approved by the company shall be allowed to avail the canteen facility.
- 18.2.23 No request for up-ward revision of rates for food stuff shall be considered during the period of the Contract and also during the extended period of Contract if any.
- 18.2.24 The Contractor shall be responsible for handing over the materials to the Forum office in good condition on completion of the contract period. The security deposit will be released only after completing the process of handing over of the materials to the company.



18.2.25 The Contractor shall not be allowed to carry / take material belonging to the Company out side the Company premises.

### 18.3 Menu

#### Breakfast

(One of the items mentioned below shall be served each day for breakfast.)

SL.No.	Item	Quantity	Weight
1	Appam with potato curry	4 nos.	100 gms each
2	Dosa with chutney or sambar	4 nos.	100 gms each
3	Idli with chutney or sambar	4 nos.	120 gms each
4	Puttu with grams curry (kadala)	1 plate	220 gms
5	Pathiri with vegetable kuruma	4 nos.	100 gms each
6	Uppuma with vegetable curry	1 plate	220 gms
7	Tea	1 cup	150 ml
8	Coffee	1 cup	150 ml

(Plantain, Banana and Vada shall be available during breakfast daily on chargeable basis)

#### Lunch Meals

Standard Meals (With 300 gms rice and following curry shall be served daily)

Dal

Pappadam

Sambar

Pulissery/ Buttermilk

Aviyal

Thoran

Pickle (lime, mango)

(Seasonal vegetable preparations shall be served in rotation daily)

#### Refreshment/Tiffin

(One of the items mentioned below shall be served each day)



Sl.No.	Item	Quantity	Weight
1	Uzhunnu Vada	1 no.	100 gms
2	Dal Vada	1 no.	100 gms
3	Banana Fry	1 no.	100 gms
4	Banana Roast	1 no.	100 gms
5	Neyyappam	1 no.	100 gms
6	Sukhiyan	1 no.	100 gms
7	Tea	1 cup	150 ml
8	Coffee	1 cup	150 ml

#### 18.4 Period of contract:

18.4.1 Work shall be commenced from the date of acceptance of order or as directed by Officer in Charge.

18.4.2 The period of contract shall be initially for a period of one year from the date of commencement of the contract. IREL(India)Limited reserves the right to extend the contract for another one year with the same rates, terms and conditions, if performance is found satisfactory.

18.4.3 However, IREL(India)Limited reserves the right to terminate the contract without assigning any reason whatsoever by giving notice of 15 days and no claim for any loss or damage or compensation for such termination of contract shall be payable by IREL(India)Limited or maintainable against IREL(India)Limited.

#### 18.5 Schedule of Payment:

The Forum members, Contract labours, Visitors, Transporters etc. availing the Canteen facility shall pay the contractor by cash/digital pay provided for this purpose.

#### 18.6 Evaluation of Tender

Evaluation will be done on overall L1 basis

#### Contact persons:

Sri.Asuthosh Sharma, Manager (HRM) 0476-2680701-05



## 19 . PRICE SCHEDULE

### **Breakfast**

(One of the items mentioned below shall be served each day for breakfast.)

SL.No.	Item	Quantity	Weight	Rate (Rs.)
1	Appam with potato curry	4 nos.	100 gms each	
2	Dosa with chutney or sambar	4 nos.	100 gms each	
3	Idli with chutney or sambar	4 nos.	120 gms each	
4	Puttu with grams curry (kadala)	1 plate	220 gms	
5	Pathiri with vegetable kuruma	4 nos.	100 gms each	
6	Uppuma with vegetable curry	1 plate	220 gms	
7	Tea	1 cup	150 ml	
8	Coffee	1 cup	150 ml	
<b>Total -(A)</b>				

(Plantain, Banana and Vada shall be available during breakfast daily on chargeable basis)

### **Lunch Meals**

Standard Meals (With 300 gms rice and following curry shall be served daily)

Dal

Pappadam

Sambar

Pulissery/ Buttermilk

Aviyal

Thoran

Pickle (lime, mango)

(Seasonal vegetable preparations shall be served in rotation daily)

### **Rate for Lunch meals (B):**



### Refreshment/Tiffin

(One of the items mentioned below shall be served each day)

Sl.No.	Item	Quantity	Weight	Rate (Rs.)
1	Uzhunnu Vada	1 no.	100 gms	
2	Dal Vada	1 no.	100 gms	
3	Banana Fry	1 no.	100 gms	
4	Banana Roast	1 no.	100 gms	
5	Neyyappam	1 no.	100 gms	
6	Sukhiyan	1 no.	100 gms	
7	Tea	1 cup	150 ml	
8	Coffee	1 cup	150 ml	
Total -(C)				

The rate offered is the basic rate only

GST will be paid extra as per the prevailing rate. TDS is applicable.

The L1 amount D = A+B+C

**Evaluation criteria is based on overall L1 basis.**

#### Declaration:-

I/We have fully read and understood 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.

I/We have studied the site requirements and held discussions with all concerned and the rate quoted is after taking into consideration all such costs.

I/We guarantee to commence the work immediately on receipt of the work order.

Signature of Bidder

Place:

Date: