

**Request for Proposal**  
**For selection of manpower staffing Agency**  
**for providing outsourced manpower**



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

Plot No.,1207, Veer Savarkar Marg, ECIL Building,  
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**CIN No. U15100MH1950GOI008187**

## **DISCLAIMER**

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

This RFP document is not an agreement and is neither an offer by IREL to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bid for participation in this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

The issue of this RFP does not imply that IREL is bound to appoint the Selected Bidder for the services, and IREL reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

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

### **Schedule of RFP**

1	Date of publishing of RFP document in IREL and portal	07.03.2025
2	Name of the work	Engagement of manpower agency for providing various category of manpower to various Projects/ Sites/ Units/ Offices of IREL (India) Limited
3	Tender Mode GeM Portal	Public tender (Two cover system) <ul style="list-style-type: none"> <li>• Pre-qualification &amp; techno-commercial bid</li> <li>• Financial bid</li> </ul>
3	Cost of RFP document	NIL
4	Earnest Money Deposit (EMD)	Rs 49.04 Lakhs
5	Security Deposit:	5% of the contract value
6	Start date of downloading of RFP document	07.03.2025
7	Date of Pre-bid meeting	13.03.2025, 15.00 hrs VC link: <a href="https://meet.google.com/bcm-jvhq-gtus">https://meet.google.com/bcm-jvhq-gtus</a>
8	Date of closing of online RFP submission	28.03.2025, 15.00 hrs
9	Date & time of opening of Cover 1	28.03.2025, 15.30 hrs
10	Date & Time of opening of price bid	Shall be informed separately to the eligible bidders through GeM
11	Contact Details	GM (Technical) & I/C purchase IREL (India) Limited Plot No. 1207, V.S. Marg, ECIL Building, Opp. Siddhi Vinayak Temple, Prabhadevi, Mumbai-400 028 Email: <a href="mailto:purchase-ho@irel.co.in">purchase-ho@irel.co.in</a> , <a href="mailto:hrm9-ho@irel.co.in">hrm9-ho@irel.co.in</a> Phone: (022)- 2421 1630 (Ext No. 266) Fax: (022) 2438 5573

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**GENERAL INSTRUCTIONS TO BIDDERS****(i) Background :**

IREL (India) Limited, the erstwhile Indian Rare Earths Limited was incorporated on August 18<sup>th</sup> 1950, with its first unit Rare Earths Division (RED), Aluva, in Kerala. It became a full-fledged Government of India Undertaking under the administrative control of Department of Atomic Energy (DAE) in year 1963 and took over companies engaged in mining and separation of Atomic Minerals in southern part of the country at Chavara, Kerala and the other at Manavalakurichi (MK), Tamilnadu. IREL commissioned its largest flagship Mining & Mineral separation unit Orissa Sands Complex (OSCOM) at Chatrapur, Odisha in 1986. Presently IREL has established plant capacity of about 6 lakhs tons per annum of minerals processing to produce processed minerals i.e. Ilmenite, Rutile, Zircon, Sillimanite and Garnet. IREL has also set up a Rare Earths Extraction Plant at Odisha to produce about 11,000 ton Rare Earth Concentrate in terms of RE Chloride and associated products. A RE refining plant at RED, Aluva is operational to produce High Pure Rare Earths Oxide/Carbonates.

IREL is a profit-making CPSE since 1997-98 with its sales turnover reaching a peak exceeding Rs. 2104.46 Cr in 2023-24. IREL is also in the process of facilitating setting up of industries in the value chain of minerals and rare earths, besides expanding its existing mineral producing capacities. IREL has in house R&D division at Kollam, Kerala to support mineral and chemical operation and Corporate Office at Mumbai, Maharashtra.

IREL intends to develop strong, talented, committed & professional Human Resources in order to support its future growth and manage transformation challenges and for the said purpose, is looking for an agency to provide manpower required for various Projects/ sites / units / Offices.

IREL (India) Limited invites Bids from experienced, reputed, resourceful and competent manpower outsourcing agencies for catering to the requirement of competent and professional manpower required for various Projects/ sites / units / Offices.

Based on the documents to be submitted by the bidders as called for in this RFP, IREL shall scrutinise the bids to ascertain Technically Eligible Bidders and thereafter their price bids shall be opened enabling selection of the successful bidder on the bidder having quoted the lowest

Bidder should go through all the instructions, terms and conditions specified in this RFP and Corrigendum issued, if any and quote as per the price schedule sought vide this RFP.

**2.0 Amendment of RFP document**

2.1 At any time before the deadline for submission of bids, IREL may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by issuing amendment. The due date of submission in such as case will be extended suitably.

2.2 All the amendments made in the document would be published on the GeM portal as well as <http://www.irel.co.in>.

2.3 The bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. The IREL also reserves the rights to amend the dates mentioned in the RFP.

**3.0 Validity of Bids**

The Bids (Price Bid) shall be valid for a period of not less than 90 (Ninety) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and IREL.

#### **4.0 TENDER RATES:**

- a) The quoted price in the price schedule shall be firm throughout the period of Contract including extension of time, if any.
- b) If the bidder submits abnormally low bid in combination with other elements of the bid which raises material concern as to the capability of the bidder to perform the contract at the offered price, the bidder shall be asked by IREL to provide detailed price analysis of the bid in relation to the scope, schedule allocation of risk and responsibilities and any other requirements of the bid documents. If the bidder fails to demonstrate its capability to deliver the contract at the offered price the price bid shall be considered unresponsive.
- c) In case a tie exists between two / more bidders in the price schedule, Run L1 selection features applicable as per GeM Portal.

#### **5.0 Evaluation:**

Evaluation will be done based on LCS (Least Cost Selection) amongst the technically suitable bidders.

#### **6.0 PRE-BID CONFERENCE:**

- 6.1 A Pre-bid conference will be held through video conferencing on the date and address mentioned in the bid data sheet. The representatives of the interested organisations may attend the pre-bid conference at their own cost. The prospective participants have to inform the IREL on the email id mentioned above for attending the pre-bid conference along with name, email and contact no. 3 days prior to the pre-bid date.
- 6.2 The purpose of the conference is to provide bidders with information regarding the RFP and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the services desired from the selected bidder.
- 6.3 Request for clarifications shall be sent by bidders not later than the date specified in the RFP. All the requests shall be addressed to the contact person in IREL as mentioned in the RFP.
- 6.4 IREL will endeavour to provide a complete, accurate, and timely response to all questions to all the bidders. However, IREL makes no representation or warranty as to the completeness or accuracy of any response, nor does IREL undertake to answer all the queries that have been posed by the bidders.
- 6.5 IREL may incorporate any changes in the RFP based on acceptable suggestions received during the interactive Pre-Bid Conference. The decision of the IREL regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances.
- 6.6 However, prospective bidders are free to raise their queries during the meeting and acceptable responses, if felt necessary by IREL, will be conveyed to all the prospective bidders (by way of hosting amendments/ clarifications on the website i.e. at <https://www.irel.co.in> and GeM portal in accordance with the respective clauses of the EOI and no participant would be intimated individually about the response.

#### **7.0 AUTHENTICATION OF BID:**

The "Bidder" as used in the RFP shall mean the one who has signed the Bid document forms, duly Authorized by the Bidder, in which case Bidder shall submit a Power of Attorney in the name of the Authorized signatory. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be signed by the authorized signatory.

#### **8.0 PROPOSAL PREPARATION COSTS**

- 8.1 The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/presentations, preparation of proposal, in

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providing any additional information required by IREL to facilitate the evaluation process, and all such activities related to the bid process.

## **9.0 LANGUAGE OF BIDS**

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the IREL, shall be written in the English language.

## **10.0 MODE OF BIDDING**

10.1 Bidders are allowed to participate in the bidding process as a single entity only.

10.2 Consortium with any other party is not allowed.

## **11.0 GENERAL TERMS OF TECHNICAL QUALIFICATION**

11.1 No Bidder directly or through its affiliate/subsidiary/holding company shall submit more than one proposal against this RFP.

11.2 Any condition or qualification or any other stipulation contained in the Bid shall render them liable to rejection as a non-responsive Bid.

11.3 The Bid and all communications in relation to or concerning the Bidding Documents shall be in English language.

11.4 The documents including this RFP and all attached documents, provided by IREL are and shall remain or become the property of IREL and are transmitted to the Bidders solely for the purpose of preparation and the submission of the bids in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to all other documents submitted by Bidders, IREL shall have the right not to return to Bidders any document or any information provided along therewith.

11.5 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Agency set forth in the Agreement or IREL's rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by IREL.

11.6 Bidders are required to mandatorily enter into **Pre-Contract Integrity Pact as per Annexure-VI** enclosed herewith.

## **12.0 CONDITIONS OF ELIGIBILITY OF BIDDERS/ PRE-QUALIFICATION CRITERIA**

The Bidders must carefully read the Pre-Qualification Criteria and submit necessary documents as sought herein to enable themselves to be eligible for empanelment and participate in the next stage of the bidding process.

### Pre-Qualification Criteria

Sl. No	TECHNICAL PRE-REQUISITE/CRITERIA		Supporting Documents to be submitted
	Basic Requirement	Criteria	
1	Legal Entity	The Bidder should be a Proprietor or Partnership firm, or Company registered in India under Indian Companies Act 2013/ 1956 or a Limited Liability Partnership under the Limited Liability Partnership Act of India, 2008.	The Bidder should submit certificate of incorporation, GSTIN certificate, Articles of Association/ Memorandum of Association as applicable as documentary evidence
2	Location of Head office or any Branch office	The bidder should have PAN India presence with <b>Office in Mumbai Metropolitan Region (MMR) mandatory.</b>	Documentary proof to be attached which may include either of the Current statement of bank account with details of permanent/present residence address (as downloaded) / Letter from any recognized public authority/ Electricity bill / GST Certificate/ Valid lease agreement along with rent receipt not more than three months old.
3	Registrations	Bidder should be registered with the income Tax, Goods and Services Tax and also registered with Employees provident fund Organization, Employees State Insurance Corporation.	Copies of following documents to be submitted: 1. PAN, 2. GSTIN 3. EPF Registration 4. ESIC Registrations
4	Blacklisting	Bidder should neither have been debarred or blacklisted for default or corrupt & fraudulent practices either indefinitely or for a particular period of time in the last 5 years from the date of publication of the RFP by any Central / State / Govt Dept / University / Educational Inst. / Organizations etc.	A self-certified letter that the bidder has not been blacklisted by an Authorized Signatory on the company's original letter head with signature and seal duly Notorised to be submitted.
5(i)	Work Experience	The Bidder should have at least 5 years of experience out of last 7 years as on the due date of submission of the bid in the relevant field i.e., sourcing manpower for clients in Government Organizations, Public Sector Undertakings (PSUs), Government of India Societies, Private organizations, Educational Institutes, Autonomous Bodies in India. <b>(Agencies exclusively providing manpower services in housekeeping/gardening/security services will not be considered)</b>	Copy of work orders/service Orders/Agreements supported with copy of satisfactory completion of work/ service and Self-Certificate indicating the experience signed by an Authorized Signatory on the company's original letter head with seal
(ii)		Bidder should have executed at least 3 Work Orders/ Service Contracts in either of the Institutions listed in 5(i) above during last <b>5 years ending due date of submission of bid</b> with engagements more than <b>300</b> manpower each with contract duration of at least 1 year. <b>(Agencies exclusively providing manpower services in</b>	Copy of work orders/service Orders/Agreements supported with copy of satisfactory completion of work/ service and Self-Certificate indicating the experience signed by an Authorized Signatory on the



Sl. No	TECHNICAL PRE-REQUISITE/CRITERIA		Supporting Documents to be submitted
	Basic Requirement	Criteria	
		<b>housekeeping/gardening/security services will not be considered)</b>	company's original letter head with seal
(iii)		Bidder should have executed at least <b>one number of contract</b> of similar nature i.e. providing manpower services with the exclusion of housekeeping/gardening/Security services of minimum duration of one year and annualized contract value of not less than <b>Rs 12.00 Crore</b> (inclusive of all taxes, duties & other charges) in the last 5 years ending due date of submission of Bid in Government Departments/ PSUs/ PSEs/ Public Limited Companies/ Autonomous Bodies/ Educational Institutes.  [Note: Ongoing contracts having satisfactory completion of minimum duration and contract value as above shall also be considered as executed for evaluation purpose.]	Bidder should submit copies of respective contracts, along with satisfactory completion certificate for the services provided along with Form 26AS.
6	Financial soundness	The Bidder should have annual average turnover of <b>Rs. 50 Crores (Fifty Crores)</b> in the last three financial years (i.e. 2021-22, 2022-23 & 2023-24)	Copy of Audited P&L accounts & a certificate in this regard from a practicing Chartered Accountant to be submitted.

### 13.0 CHANGE IN OWNERSHIP

By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control / change in ownership of the Bidder, the bidder's liability to honor the agreement and providing services would be continued.

### 14.0 VERIFICATION OF DOCUMENTS

14.1 IREL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by IREL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by IREL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of IREL thereunder.

14.2 IREL reserves the right to reject any proposal received against the RFP or Bid if:

- at any time, a material misrepresentation is made or uncovered, or
- the Bidder does not provide, within the time specified by IREL, the supplemental information sought by IREL for evaluation of the Bid.

14.3 Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

### 15.0 General

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

- suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- consult with any Bidder in order to receive clarification or further information;
- retain any information and/ or evidence submitted to IREL by, on behalf of, and/ or in relation to any Bidder; and/ or
- independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder

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

## **16.0 ACKNOWLEDGEMENT BY BIDDER**

- 16.1 It shall be deemed that by submitting the Bid, the Bidder has:
- made a complete and careful examination of the RFP;
  - accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of IREL relating to any of the matters referred to in this clause; and
  - agreed to be bound by the undertakings provided by it under and in terms hereof.
  - Is aware of the site conditions and requirements there in
- 16.2 IREL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by IREL.

## **17.0 Proprietary data**

All documents and other information supplied by IREL or submitted by a Bidder to IREL shall remain or become the property of IREL. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. IREL will not return any Bid or any information provided along therewith.

## **18.0 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising IREL in relation to, or matters arising out of, or concerning the Bidding Process. IREL will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. IREL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or IREL or as may be required by law or in connection with any legal process.

## **19.0 EMD (Earnest Money Deposit)/ Bid Security submission:**

- EMD is to be remitted by way of 'Insurance Surety Bonds' or 'account payee demand draft' or 'fixed deposit receipt' or 'bankers cheque' or 'Bank Guarantee from any scheduled commercial Banks' or "online payment" in favour of IREL. In case of online payment, bidders should submit the UTR no. enabling verification of receipt of the amount.
- EMD submission is exempted for MSEs and in support of the same Udyam certificate registration is to be submitted.
- EMD 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 impairs or derogates from the tender in any respect within the period of validity of the tender
  - The tenderer fails to accept the order when placed or fails to commence supplies/works/services after accepting the order.
  - In case bidder submits false/fabricated documents.
  - In case bidder fails to submit SD as stipulated in the tender.
- The offers received from tenderers without EMD shall be summarily rejected except.
- EMD shall be adjusted against security deposit in case of successful bidder. EMD of the unsuccessful bidders shall be returned after expiry of the final bid validity period and latest by the 30<sup>th</sup> day after the award of the contract.
- In case EMD is provided in form of BG, the same should be in the prescribed format as attached with the tender. The BG shall be obtained from a scheduled commercial Bank with

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validity of 45 days beyond final bid validity period. The genuineness of BG shall be verified by us.

## **20.0 SECURITY DEPOSIT**

Security deposit (SD) shall be levied @ 5% of contract value (*excluding Taxes*) towards satisfactory completion of the order and the same is to be furnished within 14 (fourteen) days after notification of the award and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations.

Submission of SD through Insurance Surety Bonds' or 'account payee demand draft' or 'fixed deposit receipt from a Scheduled Commercial bank' or 'Bank Guarantee issued/ confirmed from any Scheduled Commercial Banks in India' or online payment to be confirmed sharing Unique Transaction Reference (UTR) to us. Bank Guarantees issued by Nationalised Banks/ Scheduled Commercial Banks (other than Co-operative Banks) are only acceptable.

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

The SD shall not bear any interest and is liable to be forfeited for unsatisfactory completion or on abandonment of the work order. Additional amount of SD due to enhancement in scope of work is also to be furnished.

The performance security shall be refunded without interest, after the successful bidder duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations.

## **FORFEITURE OF SD & RETENTION MONEY**

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

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

**GENERAL CONDITIONS OF THE CONTRACT**

**DEFINITIONS & INTERPRETATIONS**

• **Definition of Terms:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- **INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS**

- The documents forming the Contract are to be read together and interpreted as mutually

explanatory of one another. If there is a direct inconsistency in specific obligation(s), then for the purposes of interpretation, and unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:

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

Works shown in the Drawing but not mentioned in the Specifications or described in the Specifications without being shown in the Drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the Drawings and described in the Specifications.

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

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

- **Headings and Marginal Notes:** All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation thereof of the Contract.
- **Singular and Plural:** In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- **Gender:** Where the context so requires, words imparting the masculine gender shall also include the feminine gender and the neuter gender and vice versa.
- **Severability:** Should any provision of this Contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provision(s)/clause(s) hereto and they shall remain binding on the parties hereto.
- **SPECIAL CONDITIONS OF CONTRACT:**
- Special Conditions of Contract consisting of scope of services, specification of Services & items etc. shall be read in conjunction with the General Conditions of Contract, and any other documents forming part of this Contract wherever the context so requires.
- Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each section/volume shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

- Wherever it is mentioned in the Specifications that the Service Provider shall perform certain Service or provide certain facilities, it is understood that the Service Provider shall do so at his cost and the Value of Contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- The materials, design and services shall satisfy the relevant Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

## **2.0 GENERAL INSTRUCTIONS & OBLIGATIONS**

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

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

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

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

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

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

### **2.4 SITE VISIT**

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

### **2.5 CONFLICT OF INTEREST**

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

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

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

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

- 2.7.1 Perform the services in accordance with the Scope of Services /Specifications and Activity Schedule of the Tender Document and carry out its obligations with all due diligence and efficiency, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe methods. When completed, the job/services shall be fit for the purpose for which the services are intended as specifically defined in the Contract.
- 2.7.2 Provide all labour as required to provide the Service unless otherwise provided in the Scope of Services or Special Conditions of the Contract.
- 2.7.3 Perform all other obligations, jobs / services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for providing necessary service as per the Contract.
- 2.7.4 Be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.
- 2.7.5 Give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period/DLP as Employer may consider necessary for the proper fulfilling of Service Provider's obligations under the Contract.
- 2.7.6 Not disrupt the Services of the Employer being carried out by the Service Provider / and shall provide access for carrying out job/services to:
  - Employer's personnel(s), and /or
  - any other Contractor(s) / Service Provider(s) employed by Employer, and /or
  - personnel of public authority(ies)/third party(ies)
- 2.7.7 Further, the Service Provider shall execute the job carefully without causing damage to the existing facility(ies) and facility(ies) of third party(ies) and in case of such happening shall immediately bring to the notice of EIC.
- 2.7.8 Further, the coordination and inspection of the day-to-day job under the Contract shall be the responsibility of the Engineer-in-Charge (EIC). The EIC or his authorized representative including any statutory authority shall at all reasonable times, have full power and authority to access and inspect the Services wherever in progress either on the Site or at the Service Provider's premises/workshops and the Service Provider shall afford or procure every facility and assistance to carry out such inspection. Such Inspection shall not release the Service Provider from any obligation under the Contract.
- 2.8 SERVICE PROVIDER's REPRESENTATIVE & PERSONNEL:**
- 2.8.1 Service Provider shall appoint a person ("*Service Provider's Representative*") who shall be responsible for and authorized to represent it at all times during the progress of the Service and to receive and to act on any request made by Employer in the performance of the Service pursuant to the terms of this Contract.
- 2.8.2 Service Provider's Representative shall have full authority to represent and bind the Service Provider in relation to any matter concerning the Service Provider's performance of the services under the Contract and Employer shall be entitled to rely on all the decisions of the Service Provider's Representative as if they were the decisions of the Service Provider.
- 2.8.3 Service Provider's Representative shall supervise, coordinate and ensure the quality of all aspects of his obligations under this Contract. Service Provider shall not change its Representative without the prior approval of Employer.
- 2.8.4 Service Provider's Representative shall liaise with Employer for the proper coordination and



timely completion of the Services and on any matter pertaining to the same.

- 2.8.5 Service Provider's Representative shall extend full cooperation to Employer's representatives/inspector in the manner required by them for supervision /inspection/ observation of equipment, material, procedures, performance, reports and records pertaining to Services.
- 2.8.6 Service Provider's Representative shall have complete charge of his personnel engaged in the performance of the Service and to ensure compliance of rules and regulations and safety practice.
- 2.8.7 If the Service Provider's Representative is found not acceptable to the EIC, the Service Provider shall, as soon as practicable, having regard to the requirement of replacing him, after receiving notice of such withdrawal, remove the representative and shall not thereafter employ him again on the Services in any capacity and shall replace him by another representative acceptable to the EIC.

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

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

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

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

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

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

- 2.10.1 The Service Provider shall provide Contract Performance Security (CPS) to the Employer, within the scheduled date specified in the notification of award for an amount mentioned therein. The CPS shall be returned/refunded three months after Contract completion period and Defects Liability Period (DLP), if any. All costs associated with CPS shall be borne by the Service Provider. No charges or interest shall be payable by the Employer even if the CPS is in the form of a Demand Draft.
- 2.10.2 If the Service Provider or their employees /agents / representatives or Sub-Service Provider (if authorized by Employer) shall damage, break, deface or destroy any property /equipment belonging to the Employer or third party(ies) during the execution of this Contract, the same shall be made good by the Service Provider at his own expenses and in default thereof, the EIC may cause the same to be made good by other agencies and recover expenses from the Service Provider. The decision of EIC in this matter shall be final and binding on the Service Provider.
- 2.10.3 All compensation, claim or other sums of money payable by the Service Provider to the Employer under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Service Provider by the Employer on any account whatsoever and in the event of his CPS being reduced by reasons of any such deductions or sale of aforesaid, the Service Provider shall within ten days thereafter make good in form of bank draft(s)/BG (as the case may be) as aforesaid any sum or sums which may have been deducted from or realised by encashment of his CPS, or any part thereof. The Service Provider shall pay to the Employer on demand without protest any balance remaining due. In this regard no interest shall be payable by the Employer to Service Provider for such sum deposited as CPS.
- 2.10.4 The CPS deposit shall cover the entire Contract value including extra jobs/ services. As long

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

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

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

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

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

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

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

- a) The whole or part of the Contract Performance Security furnished by the Service Provider is liable to be forfeited without prejudice to the right of the Employer to recover from the Service Provider the excess cost referred to in the sub-clause aforesaid. The Employer shall also have the right of taking possession and utilising in completing the services or any part thereof, such as materials, equipment and plants available at service site belonging to the Service Provider as may be necessary and the Service Provider shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- b) The amount that may have become due to the Service Provider on account of service already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract or from the taking over of the Service or part thereof by the Employer as the case may be, during which period the responsibility for faulty material or workmanship in respect of such service shall, under the Contract, rest exclusively with the Service Provider. This amount shall be subject to deduction of any amounts due from the Contract to the Employer under the terms of the Contract authorised or required to be reserved or retained by the Employer.

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

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

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

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

If in any case in which any of the powers conferred upon the Employer by clause 2.11 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Service Provider for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the Service Provider for past and future compensation shall remain unaffected. In the event of the Employer putting in force the power under above sub-clause 2.11 (a) or 2.11 (b) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools and plants, materials and stores at the site thereof belonging to the Service Provider or procured by him and intended to be used for the execution of the Service or any part thereof paying or allowing for the same in account at the Contract rates or in case of these not being applicable, at current market rates to be certified by the EIC whose certificate thereof shall be final, otherwise the EIC may give notice in writing to the Service Provider or Service Provider's Representatives requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice).

Failure of any action by the Service Provider for removal of material/tools/plant/store etc. within the period mentioned in notice of EIC, the Employer shall also be entitled to recover handling and storage charges @5% of the estimated value of material tools/plant/store for each month or part of a month without relieving the Service Provider from any other related liability.

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

## **2.13 CHANGE IN CONSTITUTION:**

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

## **2.14 TERMINATION OF CONTRACT:**

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

If the Service Provider is an individual or a proprietary concern and the individual or the proprietor dies or if the Service Provider is a partnership concern and one of the partner dies then unless, the Employer is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the Employer is entitled to cancel the Contract for the uncompleted part without

being in any way liable for any compensation payment to the estate of the deceased Service Provider and/or to the surviving partners of the Service Provider's firm on account of the cancellation of Contract. The decision of the Employer/EIC in such assessment shall be final & binding on the parties. In the event of such cancellation, the Employer shall not hold the estate of the deceased Service Provider and/or the surviving partners of Service Provider's firm liable for any damages for non-completion of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.18.1 Force majeure is an event beyond the control of contractor and not involving the contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted

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to acts of the purchaser/contractor either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes or any other event which IREL may deem fit to consider so. The decision about force majeure shall rest with IREL which shall be final and binding.

- 2.18.2 If there is delay in performance or other failures by the contractor to perform obligations under its contract due to event of a Force Majeure, the Service Provider shall not be held responsible for such delays/failures.
- 2.18.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the EMPLOYER in writing, the Service Provider shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 2.18.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding 120 days, IREL may at its option terminate the contract without any financial repercussion on either side.

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

If the Service Provider fails to perform the services within the time period(s) specified in the CONTRACT, the EMPLOYER shall, without prejudice to his other remedies under the CONTRACT, levy Liquidated damages from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

**Deductions shall apply as per Clause 8.0.**

**2.20 ASSIGNMENT/SUBLET:**

- 2.20.1 The Service Provider shall not, save with previous written consent of the Engineer-in-charge, sublet, transfer or assign the Contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Contract.
- 2.20.2 The basic scope of Services cannot be sublet. However, on specific request of the Service Provider and subject to written consent of Employer, the Service Provider may sublet allied/incidental jobs related to the Services. Such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Contract and Service Provider shall be fully responsible for the Services hereunder and the execution and performance of the Contract.
- 2.20.3 Sub-letting of whole Contract is prohibited. An undertaking to this effect will be given by Service Provider along with each invoice/ bill.

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

- 2.21.1 In case the Service Provider's performance is delayed due to any act or omission on the part of the Employer or his authorized Representative, then the Service Provider shall be given due extension of time for the completion of the Service, to the extent such omission on the part of the Employer has caused delay in the Service Provider's performance of his Services.
- 2.21.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Employer reserves the right to seek indulgence of Service Provider to maintain the agreed Time Schedule of Completion. In such an event the Service Provider shall be obliged to provide Service for additional time beyond stipulated time including Off-days / Holidays or by enhancing resources to achieve the completion date/interim targets.

**2.22 NO WAIVER OF RIGHTS:**

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

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

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

**2.24 LANGUAGE AND MEASURES:**

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

**2.25 RELEASE OF INFORMATION:**

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

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

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

**2.27 INDEPENDENT CAPACITY**

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

**2.28 NOTICE**

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

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

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

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final and binding on the parties.

## **2.29 CONFIDENTIALITY:**

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

## **2.30 INTELLECTUAL PROPERTY RIGHT:**

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

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

## **3.0 PERFORMANCE OF SERVICE**

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

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

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

- 3.2.1 During the performance of the Services, EIC / Employer may make a change in the Services within the general scope of this Contract including, but not limited to, changes in methodology and minor additions to or deletions from the Services and Service Provider shall render the service as changed. Changes of this nature will be affected by a written order (i.e. Amendment) by the Employer. The time of completion of the said job may be extended for the part of the particular job at the discretion of Engineer-In-Charge, for only such alterations or substitutions of the Services, as he may consider just and reasonable.
- 3.2.2 If any change results in an increase in compensation payable to Service Provider or in terms of a credit to be passed on to Employer, Service Provider shall submit to EIC an estimate of the amount of such compensation or credit in a form prescribed by Employer. Such estimates shall be based on the rates shown in the Schedule of Rates. Upon review of Service Provider's estimate, Employer shall establish and set forth in the written order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change.

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

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

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

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

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

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

~~3.5.2~~

### **3.6 LIMITATION OF LIABILITY**

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

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

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

### **3.7 INDEMNITY:**

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

### **3.8 DAMAGES TO PROPERTY, ANY PERSON AND THIRD PARTY**

- i) Service Provider shall be responsible for making good to the satisfaction of the Employer any loss or any damage to structures and properties belonging to the Employer or being executed or procured or being procured by the Employer or of other agencies within in the premises of the Employer, if such loss or damage is due to fault and/or the Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representatives or Sub-Service Providers.
- ii) The Service Provider shall take sufficient care in moving his equipments and materials from

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one place to another so that they do not cause any damage to any person or to the property of the Employer or any third party including overhead and underground cables and in the event of any damage resulting to the property of the Employer or of a third party during the movement of the aforesaid equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the Employer or ascertained or demanded by the third party shall be borne by the Service Provider. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

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

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

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

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

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

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

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

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

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

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

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

Schedule of Rates and the execution of the Service or any portion thereof finished, complete in every respect and maintained as shown or described in the Contract Documents or as may be ordered in writing during the continuance of the Contract.

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

The Schedule of Rates (i.e., Value of Contract) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the Service, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the Service and shall include an indemnity to the Employer which the Service Provider hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use in the Service of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use for Services shall be borne by the Service Provider.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4.5 INSURANCE:**

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

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

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

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

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

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

- b. General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Service Provider required to fulfill the provisions under this Contract.
- c. Service Provider's Equipment/Materials/Goods used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- d. Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.

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

**4.5.6 CERTIFICATE OF INSURANCE:**

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

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

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

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

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

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

**4.6 TAXES AND DUTIES:**

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

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

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

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

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

**4.7 INCOME TAX:**

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

**4.8 STATUTORY VARIATIONS:**

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

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

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

- 4.8.3** Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of

Bid for this Contract and which results in any decrease in the cost of the services/ jobs through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the Service Providers shall pass on the benefits of such reduced cost, taxes or duties to the Employer, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

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

### **5.0 LABOUR LAWS:**

- i) No labour below the age of 18 (eighteen) years shall be employed on the Job.
- ii) The Service Provider shall not pay less than what is provided under law to labourers engaged by him on the Job.
- iii) The Service Provider shall at his expense comply with all labour laws and keep the Employer indemnified in respect thereof.
- iv) The Service Provider shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the Service Provider is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Job under the Contract. Such fee/deposit shall be borne by the Service Provider.
- vi) The Service Provider shall employ labour in sufficient numbers either directly or through Sub-Service Provider's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract while also ensuring that workman is not stressed due to long hour of working and to the satisfaction of the EIC.
- vii) The Service Provider shall furnish to the EIC the distribution return of the number and description, by trades of the service people employed on the services. The Service Provider shall also submit to the EIC a true statementshowing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused bythem and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.
- viii) The Service Provider shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. EmployersLiability Act 1938. Servicemen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970,Employment of Children Act 1938 or any modifications thereof or any other law relatingthereto and rules made thereunder from time to time.
- ix) The EIC shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Service Provider any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfilment of theConditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- x) The Service Provider shall indemnify the Employer against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his Sub-Service Provider's.

### **5.1 SAFETY REGULATIONS:**

- i) In respect of all labour, directly employed in the Service for the performance of Service Provider's part of this agreement, the Service Provider shall at his own expense arrange for all the safety provisions as per safety codes of acts as applicable.
- ii) The Service Provider shall observe and abide by all fire and safety regulations of the Employer.

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

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

- i) Service Provider shall maintain first aid facilities for its employees and those of its Sub- Service Provider.
- ii) Service Provider shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Employer prior to start and their telephone numbers shall be prominently posted in Service Provider's field office.
- iii) All critical industrial injuries shall be reported promptly to Employer, and a copy of Service Provider's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer.

## **5.3 GENERAL RULES:**

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

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

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

## **5.5 PRESERVATION OF PLACE:**

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

## **5.6 ENVIRONMENT:**

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

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

- 6.1 The EMPLOYER and the CONTRACTOR shall make every effort to resolve amicably by direct informal, good faith negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- 6.2 If, after thirty days from the commencement of such informal, good faith negotiations, the EMPLOYER and the CONTRACTOR have been unable to resolve the disagreement or

dispute, the same shall be referred for resolution as per the formal mechanism as specified hereunder shall be applicable.

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

**ARBITRATION:**

- a) All disputes and differences of any kind whatsoever arising out of or in connection with the contract or carrying out of the works (whether during the course of works or after their completion and whether before or after determination, abandonment or breach of contract) shall be referred to and settled by the person authorized and notified in writing by IREL who shall state his decision in writing. Such a decision may be in the form of a final certificate or otherwise and shall be made within a period of 30 days from the date of receipt of such reference to them.
- b) If the CONTRACTOR is dissatisfied with the decision of such authorized person, then he may within 30 days of receipt of such decision send a written appeal to PURCHASER, represented by the Chairman and Managing Director at the registered office, Mumbai for the same to be referred to Arbitration by a Sole Arbitrator to be appointed by mutual consent and after due approval of CMD, IREL. The Arbitration proceedings shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996. It is made clear that this Arbitration Clause shall be applicable to any and all disputes and differences between the Parties arising out of and/or relating to this CONTRACT and the Parties shall be bound to refer the same to arbitration in accordance with the procedure contemplated herein.
- c) If the period of 30 days under Clause (b) has expired at any stage, stipulated in the preceding paras without any response from the CONTRACTOR before such expiry, the CONTRACTOR is deemed to have communicated his satisfaction to the decision of IREL at the relevant stage and all his rights of further appeal or as the case may be, adjudication are deemed to have been waived once and for all.
- d) The seat of arbitration will be at Mumbai and the language thereof shall be English.
- e) Notwithstanding the invocation, commencement and/or pendency any dispute resolution proceedings under this Clause including arbitration under Clause 6.4, the CONTRACTOR shall continue to be bound by the provisions of the CONTRACT, if not terminated by the EMPLOYER, and shall be obligated to discharge its obligations under the CONTRACT including continuation of the WORK under the CONTRACT.
- f) The CONTRACTOR shall not in any way delay or default or cause to delay or default the carrying out of the works by reason of the fact that any matter has been agreed to be referred to and / or referred to dispute resolution under Clause 6.3 including Arbitration under Clause 6.4.

**6.5 JURISDICTION:**

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



**SCOPE OF WORK & OTHER TERMS AND CONDITIONS**

**1.0 SCOPE OF WORK**

- 1.1 The various categories of manpower to be deployed is detailed at **PART-V**
- 1.2 Order shall be placed on the selected bidder for a period of 2 (two) years.
- 1.3 The manpower of either of the categories is to be provided by agency as per the requirement at any of the Projects/Sites/Units/Offices of IREL. The scope of work, job requirements, timelines and manpower requirements shall be finalized by the concerned Projects/Sites/Units/Offices.
- 1.4. The performance and discipline of the manpower provided by the engaged agencies should be ensured.
- 1.5 It is mandatory for the engaged manpower agency to pay the deployed manpower Wages/ Emoluments as notified by IREL.
- 1.6 In performing the terms and conditions of the Contract, the manpower agency shall, at all times, act as an independent manpower agency. The contract does not, in any way, create a relationship of "principal and agent between IREL and the manpower agency. The manpower agency shall not act, or attempt, or represent itself, as an agent of IREL.

It is clearly understood and accepted by both parties that this contract between the parties, evidenced by it, is on a principal-to-principal basis, and nothing herein contained shall be construed, or understood, as constituting either party hereto, the agent or representative of IREL under any circumstances. The employees of the manpower agency shall never, under any circumstances whatsoever, be entitled to claim themselves to be the employees of IREL.

**2.0 RESPONSIBILITY/ OBLIGATIONS OF MANPOWER AGENCY**

- 2.1 **Maintaining consistent standard of services:** The Manpower agency will continuously monitor the services being rendered by it, to ensure that these are up to the standards desired by IREL.
- 2.2 **Compliance of Statutory Obligations:**
  - 2.2.1 The Manpower agency shall comply with **all the statutory requirements**, and rules and regulations applicable for engagement of Contract Labour/ Outsourced manpower for the client (i.e., IREL), and shall obtain all necessary registrations, licenses, approvals and sanctions under the applicable laws of the land and will have to submit a signed undertaking to this effect to IREL.
  - 2.2.2 The Manpower agency shall adhere to, and comply with, all the laws that may be applicable to it, and will extend all the benefits/privileges applicable to personnel engaged/employed by it, including those of **PF, ESI, Employee Compensation Act, Bonus, Gratuity, Minimum Wages Act, Leaves, and Maternity Benefit Act** etc. Reimbursement shall be done subject to submission of documentary evidence towards having made the payments towards the same.

EPF and ESI should be deducted as per the applicable rules under Employees Provident Funds and Miscellaneous Provisions Act 1952 & Employees State Insurance 1948.

It is obligatory on part of Agency towards timely submission of invoice along with all mandatory supporting documents such as Proof of payment of previous month salary. Bank Statement, proof of payment of EPF, ESI and any other Govt. liabilities (as applicable). For the first month's proof of EPF and ESI payments, a declaration can be submitted by the agency with relevant documents. From the next month proof of payments of EPF and ESI and others must be submitted along with the invoice and Bank Statement etc.

- The Manpower agency shall obtain appropriate license under the Contract **Labour (Regulation and Abolition) Act, 1970**, and the Rules as amended till date, and shall comply with all terms and conditions thereof strictly and shall keep such license duly validated and/or renewed, from time to time, throughout the Contract.

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- The Manpower agency shall be responsible for compliance with the applicable laws during the contract period including but not restricted to the following:
  1. Minimum Wages Act, 1948
  2. Payment of Wages Act, 1936
  3. Mines Act 1952 and Rules, 1955
  4. The Employee's Compensation Act, 1923
  5. Contract Labour (R&A) Act, 1970
  6. Payment of Bonus Act, 1965
  7. Employees PF and Miscellaneous Provision Act, 1952
  8. Employees State Insurance Act, 1948
  9. The Maternity Benefits Act, 1961
  10. Factories Act, 1948
  11. The Child Labour (Prohibition & Regulation) Act, 1986 etc
  12. Any other Indian laws/Acts.
- All prevailing statutory laws and regulation / acts and rules etc. as applicable shall be complied by the agency. In case of failure to do so, IREL may at its discretion ensure compliance directly on its behalf and recover the expenses including penalties from the agency and/or take such action as deemed fit at risk and cost of the agency. The agency shall always keep IREL indemnified against all dues, claims; payments of benefits relating to the employees engaged by them and shall reimburse such money as may be demanded by IREL. Medical or any other allowances to the deployed manpower will not be borne by IREL and It will be the responsibility of the agency for the same.
- In case the agency fails to pay the statutory contributions payable or if there is any short payment, IREL shall recover from the monthly bills of the Agency the said amount along with applicable interest and demurrages as assessed by the concerned statutory authorities. The amounts so recovered shall be paid to the concerned statutory authorities against the actual contribution payable.
- The agency is responsible for the payment of gratuity, bonus, leave salary, compensation under Workmen Compensation Act and Industrial Dispute Act in respect of their professionals deployed at IREL.
- All the statutory liabilities and obligations should be taken into account while quoting of rate by the agency and payment to its employees to be made accordingly.
- In the event of any mishap or accident in respect of any manpower engaged by the Agency, whether during work/office hours or otherwise or whether inside or outside the office premises, no responsibility/liability (whether pecuniary, civil or criminal) shall lie with the office of the IREL and the Agency shall be solely responsible for any responsibility/ liability.
- **Maintenance of statutory records:** The Manpower agency shall maintain all registers required under various Acts/Laws, which may be inspected by IREL, as well as by the appropriate statutory authorities, at any time.
- In case of breach of any law/rules/notifications, applicable to the engagement of manpower on temporary basis by the agency, the agency alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent, representative, attorney and person(s) engaged/employed by it, for discharging the obligations under this contract. The agency shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to IREL regarding such compliance. An undertaking will have to be given by the agency that only the agency will be responsible for any lapse in this regard.
- The agency shall decide the modus operandi for engagement of manpower by it for rendering proper and efficient services, confirming to the prescribed standards of IREL. The

manpower agency shall submit a copy of the appointment letters issued by it to the outsourced manpower for discharging the defined activities/functions.

- No cognizance shall be given to the manpower to be engaged on temporary basis by the agency for IREL, as a relationship of “employer and employee”.

i. **Insurance coverage:**

a) The Agency shall comply with all Acts, laws and other statutory rules, regulations, bye-laws as applicable or which might become applicable to respective locations. In case manpower engaged don't come under the ambit of ESIC coverage or the working locations fall within non-coverage area of the Employees' State Insurance Act, in those areas the Agency shall obtain an Insurance policy to cover its personnel in respect of injuries and for any other claims arising under the Employees' Compensation Act, 1923, before commencement of job. The Agency shall, from time to time, keep such insurance policies renewed and furnish a copy of the same to IREL. In no circumstances Agency will be allowed to commence deployment job until it obtains Employees' Compensation Insurance Policy.

b) IREL shall not be responsible and/or liable for any damage sustained by the personnel of the Agency while on duty. In case of any accident resulting in death and/or injury to any personnel deployed by the Agency, while on duty, the liabilities and all kinds of legal consequences or compensation shall solely be of the Agency irrespective of the reasons and circumstances of the accident. In case of death and/ or injury to any personnel of the Agency, the insurance claim shall be dealt with by the Agency. In addition to this, any civil or criminal proceedings before a Court/ Tribunal of competent jurisdiction shall be undertaken by the Agency together with the punitive and / or pecuniary consequences arising there from in such litigations or judicial proceedings.

c) It is mandatory that the Manpower agency provides adequate insurance coverage of the manpower engaged by them for eventualities like death, disability, sickness etc. IREL shall not be liable for paying or bearing any premium/ compensation, at any stage, in respect of insurance claims made by the Manpower agency, or the Temporary manpower provided by it. It shall submit the copies of such policies, and their renewal receipts, as well as documentary evidence of payment of premiums, to IREL and shall at all time keep the requisite policies live and running.

d) Notwithstanding anything contained herein, the agency shall be liable for adequately compensating IREL for any loss or damage occasioned by any act, omission or lapse on its part, or by any person(s) deployed by it in pursuance of the Contract to be finalised based on this RFP.

e) **Maternity Benefit:**

The manpower agency shall be responsible for payment of maternity benefit to the individual employee deployed under the contract and who are eligible for payment of such benefits under the provisions of the Maternity Benefit Act, 1961. IREL shall reimburse the benefits paid by the agency to the employee concerned subject to the fulfilment of the eligibility criteria. For availing reimbursement from IREL, the employee should be deployed at IREL for a minimum period to be eligible for qualification for Maternity Benefit.

The date of commencement of the contract or the actual deployment of the individual employee, whichever is later, shall be treated as the starting date for calculating the qualifying period under Section 5(2) of the Maternity Benefit Act, 1961.

The maternity benefits to eligible female contractual employees drawing salary less than Rs.21,000/- will be covered under ESIC and above Rs.21,000/- will be paid by Agency and reimbursed by IREL.

f) **Insurance coverage for manpower not covered under ESIC :**

The agency shall provide the medical insurance and the workmen compensation insurance to all its manpower deployed at IREL who are not covered under the ESI Scheme within

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fifteen days of the deployment of the individual manpower. The cost of premium of such insurance(s) shall be borne by IREL. Expenses against such insurances shall be reimbursed on monthly basis on submission of proof of insurances/ invoices as such the service charges to be quoted shouldn't include the same. No charges to be levied or deducted from the employees in this account.

The minimum coverage to be provided under the medical insurance and the workmen compensation insurance shall be as under:

Medical Insurance	<ul style="list-style-type: none"> <li>▪ Coverage : Self and three family members, i.e. spouse and two children</li> <li>▪ Coverage limit : 2 lakh</li> <li>▪ Corporate buffer (to be utilised in consultation with IREL) - Rs. 6 lakh</li> <li>▪ Maternity cover</li> <li>▪ Coverage of at least 30 days pre hospitalization and 60 days post hospitalization for any accident/ ailments.</li> <li>▪ Facility for addition of family members (dependent parents) (within the limit of 3 members) without any cost.</li> </ul>
Workman Compensation Insurance	Should provide coverage in line with coverage required to be provided under the Employee Compensation Act, 1923 as prescribed by the Government of India from time to time.

The coverage of medical insurance and workman compensation insurance indicated above is indicative and may vary in line with the insurance plan provided by the insurance companies. For selection of medical insurance & workman compensation insurance providing agency/agencies, the selected bidder shall provide the quotation of at least 3 insurances providers whose claim settlement ratio is higher than 75%. IREL shall have right to demand quotation from more than 3 insurance providers. Considering the quotations, IREL will select insurance providing agency/ agencies. The manpower agency shall obtain an undertaking from its employee that he or she is not covered under medical facilities of his/her spouse or parents. The manpower agency shall give an undertaking that the agency or any of its directors or any of its office bearers has not received any commission from the insurance service provider or agent thereof.

### **3.0 Selection of Outsourced manpower**

#### **3.1 Test of skill of manpower prior to engagement**

In order to ensure that the manpower provided by agency possess the required technical qualifications and skills, it shall be open to take interview and/or written test by IREL. After recommendation of IREL, the candidates forwarded by the manpower agency may be deployed to that Project/site/office of IREL. It will be the responsibility of concerned Project/site/Unit/Office to conduct interview and/or written test at their own level.

#### **3.2 Forwarding list of Candidate enabling selection:**

The Agency has to provide eligible candidates in a minimum ratio of 1:3 (i.e., at least 3 eligible candidates for every 1 requirement) to IREL with relevant CVs, educational qualifications and experience certificates.

IREL will finalize the selection process (skill test/written test/interaction) and fix the date for the same. During the selection process, authorised representative of concerned engaged agencies should be present.

Under selection process, candidate details should be provided with full details of DOB, Marital Status, Education and Professional Qualification, Experience, Address etc. along with CV/Resume and supporting documents.

#### **3.3 The manpower provided/sponsored by the agency will be examined by IREL for suitability for performing the defined functions. It shall be the responsibility of the agency to verify the qualifications, credentials and experience indicated by the hired manpower in their profiles. Further, agency should verify and certify their satisfactory character and antecedent records.**

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IREL also reserves the right to verify and cross check the credentials and qualification of the supplied manpower. If during the course of engagement, it comes to notice that any hired manpower has misrepresented the facts about his/her qualification/experience, the agency will have to terminate the services of such manpower with IREL immediately and shall have to provide suitable replacement within 10 (Ten) days.

- 3.4 **Verification process:** The Agency must ensure the verification of personal details of candidates and other details viz. background, Educational Qualifications, Experience, other required skill of existing candidate(s) handed over to the engaged agencies from previous agency be completed within one (1) month of take over.
- 3.5 The manpower agency shall ensure that all persons employed by them are efficient, skilled, honest and conversant with the nature of work requirement of IREL.
- 3.6 **Documentation after selection:** The manpower agency shall complete the joining formalities, prepare and maintain all files and relevant documents pertaining to the candidates including of its selection process, categories (SC, ST, OBC-NCL, PWD, Ex- Serviceman), collect copy of Aadhaar card, PAN card as proof of identity and issue smart Identity cards to temporary manpower before deputing them to IREL. The agency shall produce such documents to IREL in case required by IREL. The agency shall provide list of all personnel deployed in IREL along with their present, permanent address, bio data (if asked in prescribed format by IREL), photograph, bank a/c details, Aadhaar Card and PF/ESI Code to IREL.
- 3.7 The agency must ensure to provide all necessary documents (joining letter, EPF, ESI details/ cards, smart Identity cards etc.) to manpower to be engaged. The offer/ job assignment/ deputation order to the manpower by the agency shall clearly indicate the wages/ salary structure (applicable in IREL assignment).

All employee related matters like issue of offer letters, Smart Identity Cards, deployment/joining order, on boarding/orientation, employee code, Pay Slips, PF slip, issue of service certificates, etc. shall be the responsibility of the agency and shall be directly handled by the agency.

- 3.8 **Police verification:** The agency shall be responsible for Police verification and provide PVC (Police Verification Certificate) of the manpower to be engaged in IREL before actual engagement and job requirements including age, academic qualifications, experience etc. wherever needed are meticulously followed and candidates selected, satisfy them and further confirm their willingness to carry out the said jobs with due efficiency, diligence and performance standard.
- 3.9 **Medical fitness certificate:** The manpower to be deployed by the agency must be medically fit to work in any unit/offices of IREL. For this, the medical certificate issued by the competent medical authority need to be provided to IREL before actual engagement of the manpower.
- 3.10 **Abiding instructions of IREL:** The manpower agency and its manpower deputed to IREL shall abide by the instructions of IREL during the period of contract. The manpower upon joining, shall adhere to the orders of the IREL and of the Officers/Authorities under whom he/she may from time to time be placed by IREL during the period of engagement/contract and shall at all times obey the rules prescribed and shall whenever required to perform such duties as may be assigned to him/ her by the concerned Controlling Officer / any other officer of IREL.
- 3.11 **Default on the part of agency in collecting any amount from the candidates:** The agency shall not charge /collect any amount from the candidates who are deputed to IREL as a fee or in any other form for his/her employment in IREL provided to him/her. If found doing so, IREL reserves the right to forfeit the Security Deposit and terminate the contract. Further, agency shall be blacklisted from further participating in any RFP for the IREL. Decision of the IREL shall be final and binding.

#### **4.0 TERMS AND CONDITIONS OF CONTRACT**

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- The manpower agency is required to agree with the terms and conditions given below:
- 4.1 The manpower to be deployed will work for on-going/new projects/ Offices/Units. Such work will be for a definite period and will not amount to any kind of employment obligation on part of IREL.
  - 4.2 IREL is having multiple units and a Corporate Office. Each Corporate Office/Unit will function as a separate entity for the purpose of execution of the contract. Concerned HRM Head and his/her team will coordinate with the agency directly under intimation to Corporate Office.
  - 4.3 **Tentative manpower to be engaged under the contract:**  
The current tentative requirement of IREL is 308 persons which may increase / decrease based on the requirement during the contract period. However, depending on the needs of IREL, the actual number of manpower required in various categories may vary with time. The scope of said requirement may lie outside the posts specified, and the CTC for the said manpower shall be modified accordingly. Further, during the pendency of the contract IREL reserves the right to change the CTC of the manpower engaged at its own discretion.
  - 4.4 In the event of the bidding company's or the concerned division of the company being taken over/brought over by another company, all the obligations under the agreement with this contract, should be passed on for compliance by the new company/ new division in the negotiation for their transfer.
  - 4.5 The Wages/ Salary and its composition will be decided by the manpower agency in consultation with IREL and the average CTC shall be as specified in Part-V. The agency shall make actual disbursement of salaries to the manpower to be engaged on temporary basis in various categories, as agreed by IREL, and in no circumstances the actual disbursements shall be less than the agreed amount, unless prior written approval has been given by IREL. After receiving absentee/attendance report, the emoluments should be paid to the manpower by the agency as per the timeline.
  - 4.6 **NO EMPLOYER-EMPLOYEE relationship with IREL:** For all purpose, the manpower agency shall be the EMPLOYER for manpower to be engaged on Temporary basis. The agency shall be responsible for recruitment, appointment, on boarding, maintenance (Payroll, all compliances, statutory obligations etc.) and termination of services of manpower as per recommendation and advice of IREL. The agency and the manpower will have the relationship of employer and employee and such manpower engaged by the agency for providing services to IREL will never be deemed to be the employees of IREL in any manner whatsoever and shall not be entitled for employment, salary/ wages, damages, compensation or anything from IREL due to their deployment by the manpower for rendering the said services.
  - 4.6.1 IREL shall not have any obligation for taking the temporary manpower on its rolls. These staff shall be on the rolls of the agency and their engagement in IREL shall be for specific projects/ assignments at Corporate Office/ Units for specific duration. The manpower agency shall, at all times, make it absolutely clear to the manpower hired through it for IREL, that such personnel do not have any claim, whatsoever, regarding any regular employment in IREL.
  - 4.7 **Provisioning of SPOC, Managerial Staff and helpdesk**
    - 4.7.1 The agency is required to deploy one managerial staff for co-ordinating administrative procedures for every Office/Unit/Projects/Sites where 25 or more manpower are deployed by the agency. The cost against these managerial staff will be borne by the agency itself.
    - 4.7.2 The manpower agency should also designate coordinators/dealing executive and/or Single Point of Contact (SPOC) for each Unit/Corporate Office under the assigned zone for immediate and direct interaction with concerned office/ officer-in-charge/ his authorized representative of IREL for resolving any issue.
    - 4.7.3 Establishment of helpdesk support/call center for grievance redressal with tollfree/dedicated number: Minimum 1 manpower should be provisioned in Help desk support/call center during official timing. The cost of the call center will be borne by the manpower agency itself. Call

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logs for the same must be provided to IREL by the agency as and when required failing which contract may be terminated. Details of toll free/dedicated number for support must be provided to IREL and to every manpower engaged by them.

- 4.8 **Indemnification of IREL:** The agency alone shall have the right to take disciplinary action against any person(s) engaged/employed by it, while no right, whatsoever, shall vest in any such person(s) to raise any dispute and/or claim, whatsoever, on IREL. Under no circumstances IREL shall be deemed or treated as the employer in respect to any person(s) engaged/employed by the agency, for any purpose, whatsoever, nor would IREL be liable for any claim(s), whatsoever, of any person(s) of the agency. The agency shall keep IREL totally and completely indemnified against any such claim(s).

The engaged agencies are liable for damages on account of any violation by their deployed manpower.

- 4.9 **Actions on poor performance of manpower engaged:**  
If the performance of the manpower is found unsatisfactory, IREL shall give a notice of 10 (Ten) days to the agency to take necessary action to improve the performance of the concerned manpower, and if his/her performance does not improve even after 10 (Ten) days of such communication, the agency shall provide a replacement acceptable to IREL within next 10 (Ten) days.
- 4.10 Any personnel engaged through the agency for IREL can be removed any time, by giving appropriate notice to the Manpower agency. Undertakings to this effect will be taken by the agency from all person (s) engaged by him, and they will also be handed over to IREL. The Manpower agency will have to provide suitable replacement(s), acceptable to IREL, within 10 (ten) days time of removal of such person(s).
- 4.11 The services of the manpower engaged are liable to be transferred anywhere in the country, from one department to another, or from one unit/office to another, without any extra remuneration, depending on the exigencies of the work.
- 4.12 The manpower shall, remain punctual on all six days (i.e., Monday to Saturday), and shall adhere to the office timings (09.00 am to 05.30 pm) with half-hour lunch break from 1.00 PM to 1.30 PM. However, the timing may vary at different Units/Offices/Projects of IREL and may be changed at the discretion of IREL from time to time. In case of emergency, the service of the manpower to be engaged on Temporary basis shall be called for on gazetted holidays, on short notice at times, for which he/she is liable to discharge his/her duties on that day. The manpower, at all times, shall maintain absolute integrity and devotion to duty, and should conduct himself/herself in a manner conducive to the best interests, credits and prestige of IREL. The manpower when engaged at unit(s), should attend duty on rotational shift/ general shift and follow the applicable shift time as per the requirement of the unit.
- 4.13 **Maintenance of absolute confidentiality** : The agency shall ensure that complete confidentiality is maintained by it, and by all its manpower, with regard to all information relating to IREL, its premises, clients, businesses, assets, affairs and employees, and that neither the agency , nor its engaged persons, will at any time divulge, or make known to any third parties, any trusts, accounts, matters or transactions, whatsoever, pertaining to IREL, and its associate entities, which may in any way come to their knowledge or attention.

#### **4.14 Replacement/cancellation of engaged manpower**

4.14.1 The agency shall replace immediately any of its personnel who are found unacceptable because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from the concerned Department/Organization/Office.

4.14.2 In case manpower intends to avail long leave, then suitable replacement should be done immediately, replacement should be done at the cost of agency.

#### **4.14.3 Leave Application:**

The outsourced manpower shall have to send leave application to agency with copy to the IREL. No payment will be made to the agency for any manpower for the days of absence from duty of such manpower deployed by him unless a substitute has been provided immediately and that substitute has worked in the same manner and for the same period as the regular manpower supplied by the agency.

#### **4.15 Working Hours/Leave of engaged Manpower**

The outsourced manpower will be entitled for Casual Leave only as per Govt. Rules. They will be allowed to take leave with due approval from concerned Office/Unit/Project/site of IREL. However, they may have to work on weekly off day/holidays as per the requirement for which compensatory Leave can be sanctioned. In case manpower avails leave more than the sanctioned leave, then Salary/Wages will be deducted accordingly.

#### **4.16 Entitlement of Leave to the manpower:**

- Casual leave – one casual leave per month
- Medical Leaves upto 10 days may be allowed on production of medical certificate in a year. The said medical leave shall be admissible only in case of hospitalization.
- Credit of Leave can be accumulated upto one calendar year.
- Leave will not be carried forward to the next year. It will neither be allowed for encashment.
- All Other kind of Leave/ absence will be treated as Leave without Pay.

4.14 **Uniforms:** The manpower agency shall ensure that all the manpower shall wear dress/Uniforms in appropriate manner as per the office environment/ work area requirement and the Uniforms same shall be provided by IREL to the engaged manpower including reimbursement of stitching charges. However, badges should be provided by the agency at their cost.

4.15 **Obligations on part of Agency:** Salaries/Wages to be disbursed through only Online Payment (No Cash payment) must be done by the agency. It is obligatory on part of Agency to maintain Projects/Sites/Units/Offices wise proper database of all employee along with the updation of all details such as salary structure (including EPF/ESI etc.), absentee report, payment status, identity card etc. Mandatory regular and timely data entry/updating on software/portal developed/enhanced by IREL is also to be undertaken by the Agency.

4.17 **Termination in case of unsatisfactory performance:** The engagement of Manpower agency shall be subject to providing the agreed services to the continuous and complete satisfaction of IREL. In case the services of the manpower agency are not found satisfactory, the same can be terminated by IREL on giving a notice of 1 (one) month period. On expiry, or earlier termination of this contract, due payment if any, shall be released only after submission of proof towards settlement of all statutory dues paid and disbursement of salary and all other payment to the engaged manpower. Expiry, or earlier termination of contract, will not prejudice any rights of the parties that may have accrued prior thereto.

#### **5.0 Payment Terms to the Agency towards deployment of Personnel:**

5.1 For reimbursement in respect of services received from the deployed Personnel, the billing cycle will be on monthly basis. Invoices for preceding month along with all statutory compliances to be raised, have to be sent to IREL (India) Limited by 20<sup>th</sup> of the following month.

5.2 Payment shall be made only after submission of invoices, attendance sheet, log book, service feedback. Non submission of the same shall lead to delay/ deduction in payment. Further, all

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penalties/fine/interest (if applicable) shall be settled before making the payments. The Manpower agency shall not have any objection on the same.

- 5.3 The agency shall be paid monthly service charges as percentage of total Gross Salaries/Wages of Outsourced manpower supplied. The service charge shall not be applicable on any other component. The monthly service charge shall be inclusive of all expenses of the agency towards engagement of Temporary manpower in IREL. Irrespective of nos. of Temporary manpower engaged/ skill category/ job specification/ Gross Salary of Outsourced manpower engaged, **service charge rate will remain same during the entire period of contract.**
- 5.4 Based on the attendance data, the manpower agency will credit the salary/ wages in respective bank account of the Temporary manpower latest by 7<sup>th</sup> day of every calendar month, maintain leave record, and comply with all statutory provisions. Thereafter, the agency shall raise bill to IREL, to respective Unit/Corporate.
- 5.5 Manpower agency shall make the payment to the supplied manpower by depositing Salary/Wages in their bank account by NEFT/ECS/RTGS.
- 5.6 The manpower agency should ensure that no other charges except statutory charges should be deducted from individual concerned. It shall further comply with all tax regulations as prevailing from time to time.
- 5.7 The Input Tax Credit (ITC) available, if any, under the GST law as per the relevant Government policies wherever applicable shall be taken into account by the Manpower agency while quoting bid price.
- 5.8 In the event that the manpower agency fails to provide the invoice in the form and manner prescribed under the GST Act and Rules, IREL shall not be liable to make any payment against such invoice.
- 5.9 The manpower agency shall have to produce a certificate from Income Tax Officer of tax exemption otherwise income tax at the rate as applicable as per Income Tax Rules shall be deducted at source.
- 5.10 The Monthly payment per Personnel to be made by Agency shall be deemed to include all salary/benefits payable to respective deployed Personnel. Statutory deductions like Employee PF/ESI contribution, Income Tax Deduction at Source etc. as per the applicable statutory norms may be made by the Agency before making the net payment to respective personnel.
- 5.11 Agency's service charges shall remain fixed / unchanged till the validity period of Contract. The Agency shall not be eligible to claim any additional profit margin / administration charges during the validity of contract. Bidders may please note that, in case service charge offered by them appears low, thereby raising material concerns as to the capability of the bidders to perform the contract at the offered service charge, IREL may seek written clarifications from the bidder including detailed analysis of its service charge offered in relation to scope, resource mobilization, allocation of risks & responsibilities, and any other requirements as per the EOI document. If, after evaluating the price analysis, IREL determines that bidder has substantially failed to demonstrate its capabilities to deliver the contract at the offered service charge, IREL may reject the bid.
- 5.12 Invoices shall be raised based on actual number of Personnel deployed during the month as per the contract term only. For any absence during the month other than weekly offs or any partial deployment, pro-rata deduction shall be made considering the effective working days in the month as 26 days.
- 5.13 Agency shall attach following documents along with the bills:  
  
Proof of having deposited employee's as well as employer's contribution towards EPF and remittance thereof to the concerned Authorities by 15<sup>th</sup> of each month for every completed previous month. Agency shall also attach online EPF statements along with the Challans showing individual contribution of each personnel engaged by him.  
  
Proof of having deposited ESIC contribution and remittance thereof to the concerned Authorities by 20<sup>th</sup> of each month for every completed previous month. Agency shall also

attach online ESIC statements along with the Challans showing individual contribution of each personnel engaged by him.

Proof of having paid wages to his personnel by 7<sup>th</sup> day of each month for every completed previous month.

Copy of Attendance sheet of personnel concerned.

- 5.14 The duly certified Monthly bills need to be raised in duplicate enclosing the certificates in support of statutory deductions/ payments, which shall be duly certified by the Officer-in charge of IREL (India) Limited. For the purpose of deployment of Personnel at IREL (India) Limited, the names of the authorized executives from IREL (India) Limited will be informed from time to time.
- 5.15 All eligible payments as per the Contract shall be made by e-payments only and the bills shall be paid within 30 days of receipt of certified bills by IREL (India) Limited, Mumbai Office. Agency shall be required to submit the e-mandate for the same.
- 5.16 In case of non-payment of monthly wages by the Agency to its Personnel, and on being satisfied that such payments have not been made by Agency to them, IREL (India) Limited shall have the right to settle the dues of such contract Personnel directly and recover the amount thus paid from the bills submitted by the Agency or their due payments.
- 5.17 Any loss, theft or damage to the life and/or property of the employee of the IREL (India) Limited shall be compensated by the Agency, if the cause of such loss, theft or damage is on account of default, negligence and/or lapses by the Agency or the Personnel deployed.
- 5.18 The CTC applicable for the various categories may at the discretion of IREL be revised to comply with any applicable revisions during the pendency of the contract. However, the service charge shall remain firm and fixed.

## **6.0 Supervision**

- 6.1 The Manpower agency shall employ adequate no. of competent and qualified supervisors to supervise and control his Outsourced manpower at the work spot during execution of the work for effective supervision. They will also identify their employee and regulate entry at Gate at the time of entering and leaving the factory. Name and address along with his contact details shall be submitted to concerned Project site office/Unit/Corporate Office by the contractor
- Agency shall provide following services to Personnel deployed directly or through supervisor:
  - 1 Issue Appointment letters
  - 2 Salary Slips
  - 3 Form 16
  - 4 Uniform as specified below
  - 5 Smart Identity Cards
  - 6 Associate Handbook (Benefits booklet, Claim forms etc.)
  - 7 Worksite rules and process documents
  - 8 Create and maintain Employee Master Database
  - 9 Payroll processing and Benefits administration
  - 10 Reimbursement and claims processing
  - 11 Record management
  - 12 Comprehensive Statutory & Regulatory compliance (PF, ESI, PT, TDS, Factories Act)
  - 13 Exit interview and & final settlements
  - 14 Medical, Accident insurance benefits monitoring

## **7.0 Medical Care in case of accident:**

It will be the responsibility of the manpower agency to undertake necessary care and make arrangement for transportation and treatment of Outsourced manpower at ESI Hospital or any tie up hospitals of ESIC.

## **8.0 Liquidated damages**

IREL shall give written clearance/deployment letter for deployment of manpower & the agency is required to engage them within a period of 2 weeks from the date of clearance, failing which the agency may request IREL(India)Limited for extension of the time with unconditional

agreement towards levy and recovery of LD. Upon receipt of such a request, IREL may at its discretion, extend the period of mobilization and shall recover from the agency, at an ascertained and agreed rate of Liquidated Damages, a sum equivalent to 0.5 % of the value of Gross wages + service charge calculated on pro-rate basis, and excluding GST, per individual concerned manpower, for each week of delay or part thereof, subject to a maximum of 10% of the contract value.

The sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by IREL (India) Limited on account of delay on the part of the Agency and the said amount will be payable without proof of actual loss or damage caused by such delay.

## 9.0 **Penalisation**

Penalties shall be imposed on the successful bidder/manpower agency/contractor owing to various defaults on their part in providing services. The defaults & the penalisation provisions are given below:

Sr. No.	Default	Penalty
1	If employee is found disclosing any confidential information/document to the service provider/any third parties, and/or if the employee is found responsible for adopting illegal & foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace.	Replacement of employee within 2 days and lumpsum deduction of Rs. 50,000/- for each such event.
2	If the employee is found responsible for any theft, loss of material/articles and damages	Immediate replacement of employee within 2 days along with recovery of equivalent value of the article/theft/loss/damages
3	If the employee is found responsible for disobedience/misconduct	Warning/counselling/Immediate replacement of the employee within 2 days, as decided by IREL (India) Limited and warning to the agency depending on the gravity of the act
4	Absenteeism without proper & due intimation	In case of such absenteeism beyond 7 days, immediate substitute shall be required and the contractor/ manpower agency shall be given 3 days' time for the same, beyond which a lumpsum amount of Rs. 1000/- per day per manpower shall be deducted.
5	In case of poor performance on the part of any engaged manpower	Immediate replacement of employee within 10 days beyond which a lumpsum amount of Rs. 1000/- per day per manpower shall be deducted.
6	Delay in remittance of Statutory dues viz PF, ESI etc.	The Contractor shall be given two months' time for remittance of Statutory dues towards payment to the Outsourced manpower into their respective PF and ESIC accounts. If Contractor fails to do so, the said amount will be deducted from Contractor's monthly bills and same shall be deposited into the PF/ESIC accounts of the concerned outsourced manpower. Additionally, for such instances of failure of remittance, Rs. 500/- per month per manpower shall be deducted.

7	<p>Total attendance/mandays (except for sanctioned leave and holidays) being less than 85% in a given quarter.</p> <p>(Excluding the deductions already made as per penalty provision at Sr. no. 4 above, i.e. Absenteeism without proper &amp; due intimation)</p>	<p>Rs. 250/- per manday (shortfall) shall be deducted.</p> <p>For the purpose of calculating total attendance/mandays required in a quarter, for every individual employee 26 days per month shall be considered, from which sanctioned leave and holidays shall be deducted, and also deductions already made as per Sr no. 4 above, i.e. Absenteeism without proper &amp; due intimation. The concept is clarified with the following example:</p>
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#### 10.0 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 or any drawings, designs, reports and other documents and information prepared by the Contractor for this contract, without the prior written approval of IREL except in so far as such disclosure is necessary for the performance of the Contractor's work and service hereunder.

#### 11.0 Discipline

CONTRACTOR shall maintain strict discipline among its employees and and shall abide by and conform to all rules and regulations promulgated by the IREL governing the operations. Should IREL feel that the conduct of any of CONTRACTOR/SUB-CONTRACTOR's employees is detrimental to IREL's interest, the IREL shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of 7working days to replace the person by competent qualified person at CONTRACTOR's cost.

#### 12.0 Safety and Labour Laws

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by IREL shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.

The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment thereof.

#### 13.0 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. The company 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 the company against all such claims, damages, compensations and proceedings.

The Contractor shall forthwith report to the company 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.

#### 14.0 Employment Liability:

- i. The Agency shall solely and exclusively be responsible for engaging or employing persons for the execution of this work. All employees engaged by the Agency shall be in its pay roll and

**RFP for selection of manpower staffing agency**

be paid by them. IREL will have no liability whatsoever concerning the workmen engaged for this service of the Agency. The Agency shall indemnify IREL against any loss/damage/liability arising out of in the course of its employing persons or out of relations with its employees. The Agency shall make regular and full payment of wages along with statutory dues in cash in the presence of the representative of IREL to the workmen within 7th of the following month irrespective of whether the Agency has raised the bill or not and furnish necessary documents whenever required by the competent authority. The agency shall comply with all Acts, Laws and Regulations applicable to the area with regard to performance of the work and including, Minimum Wages Act, 1948, Contract Labour (R&A) Act, 1970, Workmen's Compensation Act, 1923 Industrial Dispute Act, 1947 and take such steps as may be deemed necessary in this regard. It shall be directly responsible for any dispute arising between them and their personnel and keep IREL indemnified against losses, damages or claims arising thereof.

- ii. In case of complaint of non-fulfillment of any obligation under the contract, IREL reserves the right to withhold the payments due to them and out of such amount or amount of security held, if any or amounts likely to fall due to them (but without obligation to do so) to make such payment as it may consider necessary for smooth and unhindered working.
- iii. There will be no relations of employer and employee between our IREL and the personnel so engaged by Agency under the contract and no claims for any employment in IREL will be entertained or tenable. It shall be the sole responsibility of the Agency to regulate and effect any terms of employment with the engaged persons without any liability whatsoever to the IREL

#### **15.0 Security regulations**

The Contractor shall abide by all the security regulations at site promulgated by IREL from time to time. The Contractor shall provide identity badges for all his personnel, which must be properly displayed by them at site.

#### **16.0 DPE instructions**

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

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

Vendors can get themselves registered at: <https://onboarding.rxil.in/customerapp/home>. The registration fees of MSMEs on TReDS Platform is Free of Cost as per the new guidelines provided by SIDBI.

For any registration queries, vendors may please contact,  
RXIL Relationship manager Mr.Satyajeet Jathar : +91 99201 00784 / +91 90041 00784  
email: [satyajeet.jathar@rxil.in](mailto:satyajeet.jathar@rxil.in)  
RXIL Relationship manager Mr Kirti musale: +91 90048 17501 email: [kirti.musale@rxil.in](mailto:kirti.musale@rxil.in)

MSE bidders are requested to onboard with TReDS platform of M/s RXIL as per government guidelines.

**FORMAT FOR PRICE BID**

The bidders shall quote their price bid as per the following schedule:-

<b>Average CTC per month (In Rs.)</b>	<b>Tentative deployments at various Units/ Project sites</b>	<b>Total financial implication in Rs</b>
24,780/-	22	5,45,160.00
30,173/-	147	44,35,431.00
34,838/-	139	48,42,482.00
Total monthly CTC in Rs		98,23,073.00
Total CTC for 2 years i.e., 24 months		23,57,53,752.00
<b>ADD Service Charges</b> for providing manpower for our Units/ Offices across India <b>for a contract validity of two years</b> for the tentative requirements and the CTC as provided in <b>Part-IV</b> <b>(Excluding GST)</b>		
<b>Total inclusive of Service Charge</b>		
<b>ADD GST on above @ 18%</b>		
<b>TOTAL Contract value inclusive of GST</b>		

Note :-

1. Manpower agency should quote a single "Service Charge", which should be applicable to all categories of staff to be provided.
2. The Service charge offered shall take into consideration the various provisions as outlined in this RFP.
3. Bidders to please note the compliance to be made by the successful bidder towards submission of Security Deposit and enhancement thereof as and when sought by IREL as outlined in the RFP.
4. Bidders to please note the provision in RFP towards Risks and damages owing to likely defaults by way of Penalty / Liquidated damages.
5. No price bid is to be submitted here otherwise bid will be considered void. Bidder to submit price break up statement in Part II along with the summery/main price format online.

### Details of proposed payment of CTC to the outsourced Manpower

CTC Range for different categories of Manpower considering location Mumbai:

Sr. no.	Category of manpower	Type of manpower	Average CTC per month (In Rs.)	Tentative deployments at various Units/ Project sites
1	Semi-Skilled	Peon/ Messengers etc	24,780/-	22
2	Skilled	Clerk/Driver etc	30,173/-	147
3	Highly Skilled	Jr. Executive, Executive, Sr. Executive, Professionals etc.	34,838/-	139

- The individual CTC shall differ based on Educational qualifications, Skill level, Experience, Place of engagement and other factors, if any and the variation w.r.t average CTC shall be shall be +/-25%.
- The salary of the employees to be engaged against the contract shall not be less than the minimum wages notified by the Government from time to time and the CTC shall be fixed in consultation and concurrence from IREL by the successful bidder.
- CTC includes provision for all statutory requisites/ payments.
- The increment per annum shall be limiting to 10% of CTC and shall be commensurate with performance.
- Further, the average CTC excludes the Overtime that may be payable based on the sanction accorded by the concerned reporting authority (applicable only for skilled and semi – skilled categories)
- Tentative deployments at various Units/ Offices/ Project sites from different categories is around 308 and during the contract period the number of deployments may increase or decrease by 15% as per requirement.
- The breakup of tentative engagements envisaged is given herewith.

Sr. no.	Category of manpower	Corporate Office	Bhopal	Vizag	MK	RED	OSCOM	Chavara, Kollam	TOTAL
1	Semi-Skilled	11	1	9			1		22
2	Skilled	21	3		13	7	99	4	147
3	Highly Skilled	16	1	1	16	17	74	14	139
Total		48	5	10	29	24	174	18	308

***The above requirements are indicative and subject to revision.***

**FORMAT FOR CORRESPONDENCE WITH BIDDERS ON  
“Ethics in tendering & other business dealings”**

Dear Sir,

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

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

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

<p>Chairman &amp; Managing Director IREL (India) Limited 1207, V.S. Marg, Prabhadevi Mumbai 400 028. Ph: 022-24225778 Email: cmd@irel.co.in</p>	<p>Chief Vigilance Officer IREL (India) Limited 1207, V.S. Marg, Prabhadevi Mumbai 400 028 Ph:022-24221068 Email: cvo@irel.co.in</p>
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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 undertaking and its violation will have consequences as per prevailing rule of the Company.

Thanking you,

For IREL (India) Limited

Name -----

Designation -----

Date



**FORMAT FOR UNDERTAKING TO BE SUBMITTED BY BIDDERS FOR  
ADOPTING ETHICAL PRACTICES**

Date:

To,

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

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

I / We agree and undertake:

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

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

Signature.....

Name.....

Title.....

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

**DECLARATION – NON-BLACKLISTING**

(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by the Notary Public)

To,

**GM (Technical) & I/c Purchase  
IREL (India) Limited  
Corporate Office Mumbai  
PLOT NO. 1207, VEER SAVARKAR MARG  
NEAR SIDDHIVINAYAK TEMPLE  
PRABHADEVI, MUMBAI-400028**

Sir,

In response to the RFP Ref No.: \_\_\_\_\_ dated \_\_\_\_\_ 2025, I/We hereby declare that presently our Manpower agency has not been declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State Govt./ Central Govt./PSU/Government of India Society on the date of bid submission.

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

Thanking you,

Yours faithfully,

Name of the Manpower agency: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**Tender Acceptance Letter**

**(To be given on Company Letter Head)**

Date:

To,

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

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No:** \_\_\_\_\_

Name of Tender/Work: -

Dear Sir,

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

GeM Portal as per your advertisement, given in the above mentioned website(s).

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**Checklist for Bidders ensuring bids to be responsive.**

Sl. No	TECHNICAL PRE-REQUISITE/CRITERIA		Supporting Documents to be submitted
	Basic Requirement	Criteria	Check list for documents to be uploaded (Please put Tick in case submitted)
1	Legal Entity	The Bidder should be a Proprietor or Partnership firm, or Company registered in India under Indian Companies Act 2013/ 1956 or a Limited Liability Partnership under the Limited Liability Partnership Act of India, 2008.	Certificate of incorporation <input type="checkbox"/> GSTIN certificate <input type="checkbox"/> Articles of Association/ Memorandum of Association as <input type="checkbox"/>
2	Location of Head office or any Branch office	The bidder should have PAN India presence with <b>Office in Mumbai Metropolitan Region (MMR) mandatory.</b>	a) Current statement of bank account with details of permanent/present residence address <input type="checkbox"/> (downloaded) b) Letter from any recognized public authority/ Elected <input type="checkbox"/> bill c) GSTIN certificate <input type="checkbox"/> d) Valid lease agreement along with rent receipt not more than three months old. <input type="checkbox"/>
3	Registrations	Bidder should be registered with the income Tax, Goods and Services Tax and also registered with Employees provident fund Organization, Employees State Insurance Corporation.	a) PAN <input type="checkbox"/> b) GSTIN <input type="checkbox"/> c) EPF Registration <input type="checkbox"/> d) ESIC Registrations <input type="checkbox"/>
4	Blacklisting	Bidder should neither have been debarred or blacklisted for default or corrupt & fraudulent practices either indefinitely or for a particular period of time in the last 5 years from the date of publication of the RFP by any Central / State / Govt Dept / University / Educational Institutions / Organizations etc.	I. Self-certified letter that the bidder has not been blacklisted by an Authorized Signatory on the company's original letter head with signature and seal duly Notarised to be submitted. <input type="checkbox"/>
5 (i)	Work Experience	The Bidder should have at least 5 years of experience out of last 7 years as on the due date of submission of bid in the relevant field i.e., sourcing manpower for clients in Government Organizations, Public Sector Undertakings (PSUs), Government of India Societies, Private organizations,	II. Work Order No(s) : _____ _____ _____  III. Name of the Contractee(s) : _____ _____ _____

Sl. No	TECHNICAL PRE-REQUISITE/CRITERIA		Supporting Documents to be submitted												
	Basic Requirement	Criteria	Check list for documents to be uploaded (Please put Tick in case submitted)												
		Educational Institutes, Autonomous Bodies in India. <b>(Agencies exclusively providing manpower services in housekeeping/ security services will not be considered)</b>	IV. Copy (s) of work orders/ service Orders/ Agreements <input type="checkbox"/>  V. Copy (s) of satisfactory completion of work/ service of above <input type="checkbox"/>  VI. Self-Certificate indicating the experience signed by an Authorized Signatory on the company's letter head with seal. <input type="checkbox"/>												
(ii)		Bidder should have executed at least 3 Work Orders/ Service Contracts in either of the Institutions listed in 5(i) above during last 5 years ending due date of submission of bid with engagements more than <b>300 manpower</b> each with contract duration of at least 1 year. <b>(Agencies exclusively providing manpower services in housekeeping/ security services will not be considered)</b>	<table border="1"><thead><tr><th>W.O / Service Order/ Agreement Ref and date</th><th>Name of the Organization</th><th>Total nos. of engagements</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table> VII. Copy (s) of work orders/ service Orders/ Agreements <input type="checkbox"/>  VIII. Copy (s) of satisfactory completion of work/ service of a <input type="checkbox"/>  IX. Self-Certificate indicating the experience signed by an Authorized Signatory on the company's letter head with seal. <input type="checkbox"/>	W.O / Service Order/ Agreement Ref and date	Name of the Organization	Total nos. of engagements									
W.O / Service Order/ Agreement Ref and date	Name of the Organization	Total nos. of engagements													
(iii)		Bidder should have executed at least one number of contract of similar nature i.e. providing manpower services with the exclusion of housekeeping/ Security services) of minimum duration of one year and annualized contract value of not less than <b>Rs 12.00 Crore</b> (inclusive of all taxes, duties & other charges) in the last 5 years ending Bid closing date in Government Departments/ PSUs/ PSEs/ Public Limited Companies/ Autonomous Bodies/ Educational Institutes. [Note: Ongoing contracts having satisfactory completion of minimum duration and contract value as above shall also be considered as executed for evaluation purpose]	X. Copy (s) of work orders/ service Orders/ Agreements <input type="checkbox"/>  XI. Copy (s) of satisfactory completion of work/ service of above <input type="checkbox"/> AND Form 26AS <input type="checkbox"/>												

Sl. No	TECHNICAL PRE-REQUISITE/CRITERIA		Supporting Documents to be submitted
	Basic Requirement	Criteria	Check list for documents to be uploaded (Please put Tick in case submitted)
6	Financial soundness	The Bidder should have annual average turnover of <b>Rs. 50 Crores (Fifty Crores)</b> in the last three financial years (i.e., 2021-22, 2022-23 & 2023-24)	Copy of Audited P&L accounts & a certificate in this regard from a practicing Chartered Accountant to be submitted. 2021-22 <input type="checkbox"/> 2022-23 <input type="checkbox"/> 2023-24 <input type="checkbox"/>
7	Annexures	Filled, Signed & Stamped copy Annexures	Annexure -I <input type="checkbox"/> Annexure -II <input type="checkbox"/> Annexure -III <input type="checkbox"/> Annexure -IV <input type="checkbox"/> Annexure – V <input type="checkbox"/> Annexure -VI <input type="checkbox"/> Annexure -VII <input type="checkbox"/>

**PRE-CONTRACT INTEGRITY PACT****General**

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

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

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

NOW, THEREFORE,

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

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

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

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

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

### **Commitments of BIDDERS**

- The BIDDER commit itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the followings:-
- 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract.
- 3.3 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.7 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.10 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of fill of tender.
- The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956
- 3.11 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.



### **Previous Transgression:**

**RFP for selection of manpower staffing agency**



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

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

➤ **Earnest Money (Security Deposit)**

- While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:
  - a) Bank Draft or a Pay order in favour of \_\_\_\_\_
  - b) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - c) Any other mode or through any other instrument (to be specified by the RFP).
- The Earnest Money / Security Deposit shall be valid upto complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER.
- In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

➤ **Sanctions for Violations**

- Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the followings actions, wherever required:-
  - To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - To cancel all or any other Contracts with BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation /

rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- To debar the BIDDER from participating in future bidding processes of IREL (India) Limited for a minimum period of five years, which may be further extended at the discretion of the IREL.
- To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

➤ **Independent External Monitors**

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

Shri Rais Ahmed, IOFS (Retd) Plot No. 65, 1st Floor, Pocket 1, Behind Apollo Hospital, Jasola, New Delhi- 110025 Mobile : 9910007239 Email : <a href="mailto:ahmadrais@gmail.com">ahmadrais@gmail.com</a>
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- The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- The Monitor will submit a written report to the designated Authority of BUYER with 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**RFP for selection of manpower staffing agency**

- **Facilitation of Investigation**  
In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
- **Law and Place of Jurisdiction**  
This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.
- **Other Legal Actions**  
The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- **Validity**
  - The validity of this Integrity Pact shall be from date of its signing and upto the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.
  - Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on\_\_\_\_\_.

BUYER

BIDDER

Signature  
Name of the Officer  
Designation

Witness

Witness

1  
\_\_\_\_\_

1  
\_\_\_\_\_

2

2

**EMD Declaration**

I have furnished a sum of Rs. 49,04,000/- (Rupees forty nine lakhs four thousand only) towards EMD vide NEFT/RTGS/BG No..... dated.....

Place:

Signature of tenderer:

Full Address:

**IREL Bank Details**

Name of the Bank	HDFC Bank Limited, V S Marg, Opp. Siddhivinayak Temple, Prabhadevi, Mumbai – 400028
Account Type	Current Account
Account Number	00122320000135
IFSC Code	HDFC0000012

Details of payment to be uploaded to [purchase-ho@irel.co.in](mailto:purchase-ho@irel.co.in)

Email should contain the following details

- 3 Name of the company
- 4 Transaction ID with details Bank and Branch

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

(To be issued by approved Scheduled Banks)

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

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

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

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

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

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

Notwithstanding anything to the contrary contained herein before :

- Our Liability under this Bank Guarantee shall not exceed and restricted to Rs ..... (in words)
- This Bank Guarantee shall be valid upto ....., unless extended on demand.

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

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

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

Bank's Common seal

**PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT (to be issued from a scheduled bank)**

WHEREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_ M/s \_\_\_\_\_ (Tenderer's name & address), having its registered office situated at \_\_\_\_\_ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. \_\_\_\_\_ dtd. \_\_\_\_\_ with (MK unit/Chavara unit/OSCOM unit/ RED unit/Corporate Office) of M/s IREL (India) Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400 028, India (herein after referred to as IREL), 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 a security deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or submit a Bank Guarantee in lieu of cash deposit for the fulfillment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee till completion of the guarantee period.

We \_\_\_\_\_ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from IREL 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 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 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 under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IREL 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 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 against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said contract or for any forbearance, act or omission on the part of IREL or any indulgence by IREL 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 in writing.

Notwithstanding anything to the contrary contained herein before :

- Our Liability under this Bank Guarantee shall not exceed and restricted to Rs \_\_\_\_\_ (in words)
- This Bank Guarantee shall be valid upto \_\_\_\_\_, unless extended on demand.
- The bank is liable to pay the guaranteed amount or any part thereof under this bank Guarantee only if IREL serve a written claim or demand on or before \_\_\_\_\_ (Three months from the expiry of Guarantee period)

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

\_\_\_\_\_Bank

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

Bank's Common seal