



आईआरईएल (इंडिया) लिमिटेड
IREL (India) Limited,
Formerly Indian Rare Earths Limited)
(भारत सरकार का उपक्रम)
(A Government of India Undertaking)
CIN: U15100MH1950GOI008187 Website:



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

Schedule Of Tender

Tender No.	20-23098
Item/ Job Description	Upkeeping and Maintenance of Guest House
CPP Tender ID	2023_IREL_157889_1
Tendering Mode E-Procurement System of Central Procurement Portal	Public Tender invited in two parts
Date of Starting of e-Tender	17/06/2023 18:15 PM
Date of starting of Online Pre-Bid Meeting	NA
Date of closing of Online Pre-Bid Meeting	NA
Estimated Value of Work	Rs. 88,43,702/- (Excluding GST)
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	08/07/2023 14:00 Hrs
Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	10/07/2023 14:30 Hrs
Date & time of opening of Part-II (i.e. Price Bid)	Shall be informed Separately
Earnest Money Deposit (EMD) : Refundable & Payable to IREL(India)Limited	Rs.1,76,874/-
Tender Document Cost(TDC)	Rs.1500/- (In case bidders download the Tender document from the website then no need to pay TDC)
Validity of Tender	120 days from date of opening of Techno Commercial bid.
Delivery/Completion Period	24 Months from the date of order
List of Annexure Annexure – I Annexure – II Annexure – III Annexure – IV Annexure – V Annexure – VI Annexure – VII Annexure – VIII Annexure – IX	General Instruction to Bidders Pre Qualification Criteria General Conditions of Contract Special Conditions of Contract Technical Specification Techno commercial Terms and Response Bill of Quantity Contract safety Management Policy Formats

उड़ीसा सैंड्स कॉम्प्लेक्स, माटिखालो (डाक) छत्रपुर (गंजाम), ओडिशा – 761045, भारत
Orissa Sands Complex, Matikhalo (P.O) Chatrapur (Ganjam), Odisha-761045
फोन/Tel. : 06811-257890-95 फैक्स/Fax : 06811-257988

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

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

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

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

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

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

1.0 Process of E-tender:

a) *Contact person of Tendering Authority*

(IREL(India)Limited, OSCOM Unit)

<u>N A M E</u>	<u>email-id</u>	<u>Landline No.</u>	<u>Mobile No.</u>
Shri R S Sabat, DGM(Purchase)	purchase-os@irel.co.in cc-rssabat@irel.co.in	06811-257890 - 95 Extn 150	+91 9437358780
Smt. S K Sinha, Manager (Purchase)	sksinha@irel.co.in	06811-257890 - 95 Extn 150	+91 9692495746
Shri Saroja kumar Behera	skbehera@irel.co.in		+91 9437579696

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

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

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

3.0 **Additional information for bidders:**

- (i) E-tender cannot be accessed after the due date and time mentioned in Page No.1. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity. All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by IREL(India)Limited. Hence, the bidders are required to ensure that their corporate email I.D provided is valid and updated. Bidders are also requested to ensure validity of their DSC's during the entire e-tender process; the bidders will remain completely anonymous to one another and also to everybody else.
- (ii) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. The bid will be evaluated based on the filled-in technical & commercial formats. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.

- (iii) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- (iv) Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein. No deviation to the technical and commercial terms & conditions are allowed. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <https://etenders.gov.in/eprocure>
- (v) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

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

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

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

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

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

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

4.0 Earnest Money Deposit:

- 4.1 Earnest Money Deposit (EMD) is a deposit received from the tenderers in token of their earnestness in submitting their offer to undertake the supplies/ works/ services/ consultancy contracts and conclude a contract if entrusted to them on the basis of their tender.
- 4.2 For the present tender the amount of EMD to be submitted is mentioned in the schedule of tender. No interest shall be paid on EMD.
- 4.3 Offers received without EMD shall be summarily rejected except for the bidders for whom provision for exemption is provided in the tender.
- 4.4 EMD can also be remitted by way of Insurance surety bonds/ NEFT / Demand Draft/ Bankers cheque or Bank guarantee drawn in favor of IREL (India) Limited payable on SBI, IRE Ltd Campus Branch, Matikhalo (Branch code 6086)/ Indian Bank, Konamana Branch, OSCOM Complex , Matikhalo-761045, Dist-Ganjam (Branch code 1830).
- 4.5 EMD can also be submitted in the form of an irrevocable and confirmed Bank Guarantee valid for **120 days** from the date of opening of the bid. The Bank Guarantee shall be from State Bank of India including its subsidiaries or any Nationalized Bank or a Scheduled Bank authorized by Reserve Bank of India to issue such Bank Guarantee on a non-judicial stamp paper of value of Rs.200/- (Rupees Two Hundred Only). The stamp paper shall be purchased in the name of the Bank. In case of Foreign Bidder, the same shall be from reputed commercial bank of the bidder's country acceptable to IREL(India)Limited/ Reserve Bank of India which has to

be confirmed by State Bank of India including its subsidiaries or any Nationalized Bank in India. BG issued from Co-operative banks shall not be accepted. The BG is to be submitted strictly as per Format-I of Annexure enclosed with this tender document. The Bank Guarantee for EMD shall also have provision for extension by the banker upon request by the bidder. The bidder shall arrange for extension of validity upon request from IREL(India)Limited. Further, the genuineness of the BG's shall be checked from the issuing bank by us.

4.6 Exemption from payment of EMD:

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

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

4.7 The earnest money shall be dealt with as follows:

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

4.8 EMD is liable to be forfeited if:

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

5.0 SECURITY DEPOSIT, PERFORMANCE BANK GUARANTEE & RETENTION MONEY

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

The SD shall not bear any interest, and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order. Additional amount of SD due to enhancement in scope of work is to be submitted by the successful tenderer. The total security deposit shall be refunded/ returned after 3 months of completion of work on certification by Engineer-in-charge.

5.2 Exemption from payment of SD:

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

5.3 **FORFEITURE OF SECURITY DEPOSIT**

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

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

6.0 **PRICE PREFERENCE CLAUSES**

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

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

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

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

6.2 **Price preference: :**

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

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

- (c) Issue of tender document free of cost
- (d) Exemption from payment of Earnest Money Deposit

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

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

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

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

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

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

- e) We declare the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.

Authorized Signatory
(With Company Seal & Signature)

6.5 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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

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

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

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

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

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

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

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

If against an order placed by IREL(India)Limited, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details

like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill. The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

6.6 DPE instructions

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

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

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

The registration fees of MSMEs on TReDS Platform is Free of Cost as per the new guidelines provided by SIDBI. For any registration queries, vendors may please contact,

RXIL Relationship manager Mr.Satyajeet Jathar : +91 99201 00784 / +91 90041 00784email: satyajeet.jathar@rxil.in

RXIL Relationship manager Mr Kirti musale : +91 90048 17501 email: kirti.musale@rxil.in

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

7.0 EFFECT AND VALIDITY OF BID:

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

8.0 RIGHT TO REJECT THE TENDER:

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

9.0 GST COMPLIANCE

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

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

10.0 INSPECTION OF SITE AND OTHER CONDITIONS:

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

- (a) Before the tenderer submits his offer, the tenderer is deemed to have carefully examined the Technical Specification, General and Special Conditions of Contract and other details relating to tender requirement

and fully acquaint himself as to all conditions and matters which may in any way affect the work or the cost thereof. The bidder shall be deemed to have obtained on his own and independently all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.

- (b) IREL(India)Limited shall not entertain any request for clarifications from the bidders regarding such local conditions. Any neglect or omission or failure on the part of the bidder in obtaining necessary and reliable information as stated above or on any other matter affecting the bidder shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the tender document.
- (c) The bidder shall be deemed to have acquainted himself with the Indian Income Tax Act, 1961, Indian Companies Act, 1956, Indian Customs Act, 1962, Indian Electricity Act 2003, Factories Act 1948, Indian Mines Act 1952, Pollution Control Regulation and other related Acts & Laws prevalent in India and as amended from time to time.

11.0 NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:

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

12.0 RISK PURCHASE CLAUSE

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

13.0 RELATED PARTY:

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

14.0 LEGAL JURISDICTION:

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

In case of any clarifications w.r.t the tender, Email may please be forwarded vide Email to purchase-os@irel.co.in.

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

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

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

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

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

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

Thanking you,
For IREL(India)Limited,

Sd/-

DGM (Purchase)

16.0 UNDERTAKING TO BE SUBMITTED BY TENDERER

Date:

To

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

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

I/We agree and undertake:

- (i) Not to provide any gift and/ or inducement to any employee of the company in connection with securing/ being granted favour(s) in my/our dealings with the company and its field Unit namely OSCOM at Orissa,*
- (ii) To immediately report any gift and / or inducement sought by any employee of the company in exchange of the company and /or its field Units granting favour(s) to me/us in my/our dealings with the company and /or its field units.*

Signature:.....

Name:.....

Address (with seal):.....

17. DETAILS TO BE UPLOADED BY BIDDER

Sl no	Description	To be filled by Tenderer & relevant supporting documents to be uploaded.				
General Information						
A	Name of the organization participating in tender					
B	Name & Designation of the Contact person					
C	GSTIN No of the Organization					
D	Bank account details of the Organization					
E	Official correspondence Address					
F	Contact Details (Phone number & Email ID)					
G	MSME details of the Organization (if applicable)					
H	Vendor Code in case Bidder is registered with IREL(India)Limited, OSCOM					
Pre qualification Documents : Technical Competence – execution of similar works						
	Order No	Name of Client	Date of order	Value of work	Proof of Completion	Documents uploaded
1						
2						
3						
Pre qualification Documents : Financial Competence						
	Profit & Loss Account or Published Annual Account	2019-20	2020-21	2021-22	Documents uploaded	
1	Turnover in Rs Income from operations					
Details of Other documents uploaded						
1						
2						

PRE-QUALIFICATION CRITERIA

Tenderer should meet the following minimum pre-qualification criteria:

(i) Technical competence:

Bidders should be experienced in having successfully executed similar works as detailed below in CPSUs / Central Govt. Dept./ State Govt./ Semi- Govt./ Autonomous bodies or private organizations during last **Seven (7) years of May 2023** and meeting the value requirement as below

Execution of at least one order for “similar work for a value of not less than ₹ **83.48 lakhs**”

OR

Execution of two orders for “similar works for a value each not less than of ₹ **52.17 lakhs**”

OR

Execution of three orders for “similar works for a value each not less than of ₹ **41.74 lakhs**.”

Definition of Similar work(s): Upkeeking and Maintenance of Guest house /Training centre/ catering services in any organisation/industry/3 star hotel

(ii) Financial Soundness:

Average financial turn over **during last three years ending March, 2022 shall not be less than Rs 31.31 lakhs**. Audited Financial Statements containing balance sheet and profit & loss account for the above periods is to be submitted or a certificate from Chartered Accountant / Cost Accountant indicating the turnover for the relevant period.

Intending tenderers have to furnish documentary evidence in support of the qualification criteria from concerned authority/department/organization for similar works/supplies executed like Copy of Completion / Form 26AS with tax invoice / Performance Certificate along with Work order(s) satisfying above PQ only.

Documents against the Pre-qualification criteria as above complete in all respect must be uploaded along with the bid. Failure to compliance of above shall make the bid incomplete and as such it shall be rejected.

(iii) Concurrent commitment:

The bidder has to submit complete list of concurrent commitments on all jobs under execution by them, as per format given below, which will be taken into account to assess the spare capacity available with the bidder. If the annualized concurrent commitments of the bidder plus annualized estimated value of the work exceeds four times the average annual financial turnover during the last three financial years of the bidder, then the bid of such a bidder shall not be considered for further evaluation.

Concurrent commitment of the bidder shall be evaluated as on the last day of the Month previous to bid due date, based on the confirmation/declaration of the bidders that they have disclosed all works being executed by them. Bidders shall exclude all stalled project for which there is no progress in last one year giving reason for no progress considering above cut-off date. In case any adverse report/complaint are received against bidder and on enquiry found correct, offer shall be rejected and bidder shall be liable for appropriate legal action.

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

Total of all balance value should be less than (Average financial turnover * 4)

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

EVALUATION BASIS FOR TENDER:

- Evaluation of the technically qualified offers as per pre-qualification criteria shall be done based on the total landed price at IREL(India)Limited, OSCOM.
- Evaluation shall be done on overall L-1 basis after taking net of Tax Credit.
- Parties who have defaulted in execution of contracts in previous instances at IREL(India)Limited ,OSCOM shall not be considered

➤ **Performance Competence:**

IREL reserves the right to use in-house information for assessment of Bidder's capability. Previous and Present Performance of contractors at IREL units shall be considered while evaluating their offers. In case of poor performance, the offer from such bidders shall not be evaluated.

➤ **Blacklisting:**

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

➤ **Declaration In Case Of MSE Bidders/ Start-Up Companies:**

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

- a) We are a Micro / Small Enterprise, as on bid closing date of this tender.
 - b) We are a service provider for quoted services and valid documentary evidence for same is submitted.
 - c) MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.
 - d) We are a 'Start-up' company and we are enclosing copy of certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.
 - e) We declare the above details are true. In case any of the details are found to be false / untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.
- Bidders should upload sign & seal copy of **Annexure-VII –A** towards their acceptance to all T&C of the tender. Otherwise, it will be presumed that they have acceptance to all T&C and there is no deviation.
- **As per clause 9.1.10 (Clarification of Bids/Shortfall Documents)** of IREL's Purchase Procedure:- During evaluation and comparison of bids, the purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given asking the tenderer to respond by a specified date. If the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. **The shortfall information / documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then.** So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. **For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.**
- **As per section 7.3.1 of Manuals for procurement of Goods, the offer shall be declared as unresponsive and be ignored during the initial scrutiny if:**
- i) The offer is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.
 - ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
 - iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria(example: the tender enquiry condition says that the bidder has to be a registered MSE unit but the tenderer is a, say, a large scale unit);

- iv) The tenderer has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
- v) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required performance security); or
- vi) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the purchaser's operators for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

GENERAL CONDITIONS OF CONTRACT (GCOC)

1.1 Definition of Terms:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS

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

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

x) Other Documents

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

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

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

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

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

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

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

1.3 SPECIAL CONDITIONS OF CONTRACT:

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

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

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

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

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

2.0 GENERAL INSTRUCTIONS & OBLIGATIONS

2.1 FORMATION OF CONTRACT:

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

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

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

2.2 SIGNING OF AGREEMENT:

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

2.3 ADDENDA/CORRIGENDA:

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

2.4 SITE VISIT

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

2.5 CONFLICT OF INTEREST

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

2.6 ABNORMAL RATES:

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

2.7 GENERAL OBLIGATIONS OF SERVICE PROVIDER:

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

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

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

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

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

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

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

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

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

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

2.8 SERVICE PROVIDER'S REPRESENTATIVE & PERSONNEL:

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

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

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

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

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

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

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

2.9 SERVICE PROVIDER'S EMPLOYEES / PERSONNEL:

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

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

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

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

2.10 CONTRACT PERFORMANCE SECURITY (CPS):

2.10.1 The Service Provider shall provide Contract Performance Security (CPS) to the Employer, within the scheduled date specified in the notification of award for an amount mentioned therein. The CPS shall be returned/refunded three months after Contract completion period and Defects Liability Period (DLP), if any. All costs associated with CPS shall

be borne by the Service Provider. No charges or interest shall be payable by the Employer even if the CPS is in the form of a Demand Draft.

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

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

2.10.4 The CPS deposit shall cover the entire Contract value including extra jobs/ services. As long as the CPS submitted at the time of award takes care of 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 Servicer Provider from any other related liability.

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

2.13 CHANGES IN CONSTITUTION:

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

2.14 TERMINATION OF CONTRACT:

2.14.1 TERMINATION OF CONTRACT FOR DEATH

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

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

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

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

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

2.14.4 TERMINATION FOR CONVENIENCE

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

In case of such termination, the obligation of the Employer to pay, shall be limited to the extent of work/job completed by the Service Provider as per provision of the Contract up to 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 up to the date of termination, subject to the Service Provider complying with other terms of the Contract. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

2.16 MEMBERS OF THE EMPLOYER NOT INDIVIDUALLY LIABLE:

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

2.17 EMPLOYER NOT BOUND BY PERSONAL REPRESENTATIONS:

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

2.18 FORCE MAJEURE:

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

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

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

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

2.19 LIQUIDATED DAMAGES FOR DELAYED EXECUTION OF CONTRACT:

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.

(i) Deductions shall apply as per following formula:

Half percent (0.5%) of the contract value per week of delay subject to a maximum of ten percent (10%) of contract value. Employer may deduct the amount so payable by Service Provider, from any amount falling due to the Service Provider or by recovery against the Performance Guarantee. Both Service Provider and EMPLOYER agree that the above percentages of price reduction are genuine pre-estimates of the loss/damage which the EMPLOYER would have suffered on account of delay/breach on the part of the Service Provider and the said amount will be payable on demand without there being any proof of the actual loss or damage caused by such breach/delay. A decision of the EMPLOYER in the matter of applicability of price reduction shall be final and binding.

2.20 ASSIGNMENT/SUBLET:

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

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

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

2.21 DELAYS BY EMPLOYER OR HIS AUTHORISED REPRESENTATIVE:

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

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

2.22 NO WAIVER OF RIGHTS:

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

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

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

2.24 LANGUAGE AND MEASURES:

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

2.25 RELEASE OF INFORMATION:

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

2.26 COMPLETION PERIOD, CONTRACT PERIOD AND COMPLETION OF CONTRACT:

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

2.27 INDEPENDENT CAPACITY

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

2.28 NOTICE

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

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

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

2.29 CONFIDENTIALITY:

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

2.30 INTELLECTUAL PROPERTY RIGHT:

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

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

3.0 PERFORMANCE OF SERVICE

3.1 EXECUTION OF SERVICES:

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

3.2 CHANGES IN SERVICES:

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

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

3.3 ACTION AND COMPENSATION IN CASE OF POOR SERVICE:

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

3.4 SUSPENSION OF SERVICES:

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

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

3.5 DEFECTS LIABILITY PERIOD:

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

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

3.6 LIMITATION OF LIABILITY

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

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

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

3.7 INDEMNITY:

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

3.8 DAMAGES TO PROPERTY, ANY PERSON AND THIRD PARTY

- i) Service Provider shall be responsible for making good to the satisfaction of the Employer any loss or any damage to structures and properties belonging to the Employer or being executed or procured or being procured by the Employer or of other agencies within in the premises of the Employer, if such loss or damage is due to fault and/or the Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representatives or Sub-Service Providers.
- ii) The Service Provider shall take sufficient care in moving his equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the Employer or any third party including overhead and underground cables and in the event of any damage resulting to the property of the Employer or of a third party during the movement of the aforesaid equipment or materials the cost of such damages including

eventual loss of production, operation or services in any plant or establishment as estimated by the Employer or ascertained or demanded by the third party shall be borne by the Service Provider. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

i) The Service Provider shall indemnify and keep the Employer harmless of all claims for damages to property other than Employer's property arising under or by reason of this agreement, if such claims result from the fault and/or Negligence or Will ful 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 deemed to include the requisite services as may be required to complete the Services properly including remedying of any defect therein.

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

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

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

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

4.2.5 SCHEDULE OF RATES TO COVER TAXES AND DUTIES:

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

4.2.6 SCHEDULE OF RATES TO COVER RISKS OF DELAY:

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

4.2.7 SCHEDULE OF RATES CANNOT BE ALTERED:

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

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

4.3 PROCEDURE FOR BILLING OF SERVICES:

4.3.1 BILLING PROCEDURE:

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

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

4.3.2 MODE OF MEASUREMENT:

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

4.4 NOTICE OF CLAIMS FOR ADDITIONAL PAYMENTS:

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

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

stipulations and specifications as are applicable for the Contract. The rates for extra services shall generally be the unit rates provided for in the Contract. In the event unit rates for extra services so executed are not available as per

Contract, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for Services executed shall be derived by interpolation/ extrapolation of unit rates already existing in the Contract. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra service claim(s) of Service Provider, the decision of Engineer-in-Charge shall be final and binding on the Service Provider.

4.5 INSURANCE:

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

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

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

4.5.4 INSURANCE TYPES:

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

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

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

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

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

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

4.5.6 CERTIFICATE OF INSURANCE:

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

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

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

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

4.5.9 WAIVER OF SUBROGATION:

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

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

4.6 TAXES AND DUTIES:

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

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

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

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

4.7 INCOME TAX:

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

4.8 STATUTORY VARIATIONS:

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

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

In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract but within the Contractual completion period (including extended period allowed

due to reasons attributed to Employer) and which results in increased cost of the jobs/services under the Contract through increased liability of taxes, (other than personnel and Corporate taxes), duties, the Service Provider shall be indemnified for any such increased cost by the Employer subject to the production of documentary proof to the satisfaction of the Employer to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by Employer.

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

5.0 LAWS, HEALTH, SAFETY & ENVIRONMENT

5.1 LABOUR LAWS:

- i) No labour below the age of 18 (eighteen) years shall be employed on the Job.
- ii) The Service Provider shall not pay less than what is provided under law to labourers engaged by him on the Job.
- iii) The Service Provider shall at his expense comply with all labour laws and keep the Employer indemnified in respect thereof.
- iv) The Service Provider shall pay equal wages 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 statements howing in respect of the second half of the preceding month and the first half of the current month
- (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- viii) The Service Provider shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Servicemen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating there to and rules made there under from time to time.
- ix) The EIC shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct

from the money due to the Service Provider any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfilment of the Conditions of the Contract for the benefit of workers, non- payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

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

5.2 SAFETY REGULATIONS:

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

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

5.3 FIRST AID AND INDUSTRIAL INJURIES:

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

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

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

5.4 GENERAL RULES:

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

5.5 CARE IN HANDLING INFLAMMABLE GAS:

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

5.6 PRESERVATION OF PLACE:

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

5.7 ENVIRONMENT:

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

6.0 RESOLUTION OF DISPUTES/ ARBITRATION:

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

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

6.3 LEGAL CONSTRUCTION:

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

6.4 ARBITRATION:

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

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

If the period of 30 days under Clause (b) has expired at any stage, stipulated in the preceding paras without any response from the CONTRACTOR before such expiry, the CONTRACTOR is deemed to have communicated his satisfaction to the decision of IREL at the relevant stage and all his rights of further appeal or as the case may be, adjudication are deemed to have endeavors to prevent any riotous or unlawful behavior by or amongst his worker

a) been waived once and for all.

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

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

d) The CONTRACTOR shall not in any way delay or default or cause to delay or default the carrying out of the works by reason of the fact that any matter has been agreed to be referred to and / or referred to dispute resolution under Clause 6.3 including Arbitration under Clause 6.4.

6.5 JURISDICTION:

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

SPECIAL CONDITIONS OF CONTRACT**1.0 GENERAL:**

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

2.0 TENDER RATES:

- a) The service charges quoted in the price schedule shall be firm throughout the period of Contract including extension of time, if any.
- b) The successful tenderer shall have to pay the minimum wages at the revised rate without fail, for which they will be allowed to get the differential amount along with Statutory dues thereof, if any, reimbursed, on the certification of the authorised representative nominated by the IREL (India) Limited for the purpose of witnessing the wage payment.
- c) If the bidder submits abnormally low bid in combination with other elements of the bid which raises material concern as to the capability of the bidder to perform the contract at the offered price, the bidder shall be asked to provide detailed price analysis of the bid in relation to the scope, schedule allocation of risk and responsibilities and any other requirements of the bid documents. If the bidder fails to demonstrate its capability to deliver the contract at the offered price the price bid shall be considered unresponsive.

3.0 SITE INSPECTION:

The bidder shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the site, the quantities and nature of works and material necessary for the completion of the works and the means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect this tender.

4.0 DURATION OF THE CONTRACT:

This CONTRACT shall remain valid for a period of **24 months** from the date of placement of Order. However, IREL (India) Limited reserves the right to terminate the contract at any time before the expiry of the normal tenure in case service is found to be deficient / unsatisfactory.

5.0 SECURITY DEPOSIT :

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

The SD shall not bear any interest, and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order. Additional amount of SD due to enhancement in scope of work is to be submitted by the successful tenderer. The total security deposit shall be refunded/ returned after 3 months of completion of work on certification by Engineer-in-charge.

Forfeiture of Security Deposit :

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

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

- (ii) If the Supplier/ contractor indulges at any time in any subletting/ sub-contracting of any portion of the supplies/ works without approval of IREL(India)Limited.
- (iii) If the Supplier/ contractor abandons the supply /order.

6.0. EMPLOYMENT LIABILITY:

- i. You shall solely and exclusively be responsible for engaging or employing persons for the execution of this work. All employees engaged by you shall be in its pay roll and be paid by them. IREL (India) Limited will have no liability whatsoever concerning the workmen engaged for this service of you. You shall indemnify IREL(India)Limited against any loss/damage/liability arising out of in the course of its employing persons or out of relations with its employees. You shall make regular and full payment of wages along with statutory dues in the presence of the representative of IREL(India)Limited to the workmen within 7th of the following month irrespective of whether you have raised the bill or not and furnish necessary documents whenever required by the competent authority. You 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(India)Limited OSCOM indemnified against losses, damages or claims arising thereof.
- ii. In case of complaint of non-fulfillment of any obligation under the contract, IREL(India)Limited reserves the right to with hold 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 (India) Limited and the personnel so engaged by you under the contract and no claims for any employment in IREL(India)Limited will be entertained or tenable. It shall be the sole responsibility of you to regulate and effect any terms of employment with the engaged persons without any liability whatsoever to the IREL (India) Limited.

7.0. PENALTY CLAUSE

- A. The agency shall pay any claim made by the Company of any deficiency (both tangible and intangible) in service. Such amount may also be deducted from bills payable to the Agency. It may be noted that the Company shall have the right to forfeit the Security Deposit in full or part for any due/damages caused by the agency. If the Security Deposit or outstanding bills of the Agency is found inadequate, then such monetary recoveries shall be effected from any amount payable to the Agency against this or any other contract until the dues of the Company are fully settled. If the claim of the Company could not be met in this manner, the Agency shall pay up all such claims if a demand is made by IREL (India) Limited. Deduction on account of unsatisfactory services will be made from the monthly RA bill. The recovery will be decided by the designated Officer- in-Charge (OIC). The methodology for deduction will be as under:
- B. In case of shortage of manpower as per shift schedule, an amount proportionate to the shortage of manpower, taking into account number of employees as well as duration shall be deducted from the monthly RA bill of the Agency.
- C. For various lapses, the quantum of penalty shall be as follows:
 - I. In case of involvement in any bribery or other unethical activities with anyone employed at the Institute/anybody inside the premises: Penalty of Rs. 5000/- per complaint
 - II. Non-maintain of Registers as asked: Penalty of Rs. 1000/- per checking
 - III. Not wearing of uniforms / wearing of untidy uniform by the employees of agency: Penalty of Rs. 1000/-
 - IV. Unsatisfactory and substandard service or lapse of service: Rs.500/- per complaint
 - V. Non-disbursement of wages by 7th of every month: Penalty of Rs. 5000/-
 - VI. Non-cleaning of floor in everyday: Penalty of Rs. 1000/-
 - VII. Consumption of Alcohol by Staff while in duty: Penalty of Rs. 5000/- per staff
 - VIII. Complaint by Guest: Penalty of Rs. 1000/- per person
 - IX. Unsatisfactory writing feedback by Guest: Penalty of Rs. 1000/- per unsatisfactory feedback
 - X. Double employment: Penalty of Rs. 5000/- per person

8.0 **PAYMENT TERMS:**

- a. Payment will be done at Pro-rata basis on completed works as per the price schedule. Contractor shall raise the bill on monthly basis.
- b. The contractor shall have to raise monthly bills and 100% payment towards completed services shall be made per month, effective within 30 days after receipt of their running account (RA) bills and after certification by Officer in charge. The amounts to be made per month shall be kept firm during the contract period and any request for enhancement of the rates due to any reason shall not be entertained.
- c. The bills are to be submitted in triplicate in respect of a particular month in the first week of the next month and the payment shall be made after deduction of taxes deductible at source under the law in force.
- d. It is mandatory for the agency to ensure that the bill submitted for the respective months must be supported with the documents confirming the EPF, ESI contribution along with documentary evidence confirming the payment done to the manpower.
- e. Payment to the contractor would be strictly on certification of OIC.
- f. The Agency shall have to submit the final bill within 40 (Forty) days from the date of completion of the contract. The final bill is however not considered clean unless in addition to the details mentioned in the preceding sub-clause as applicable to the final measurements, the following additional details are also furnished.
 - g. "Confirmation from EIC/OIC that there are no dues payable to any outside agencies by you".
 - h. EIC/ OIC to check the bill within 10 days after its receipt and return the bill to contractor for corrections, if any.
 - i. The Contractor is to re-submit the bill, with corrections within 10 days of its return by the EIC/ OIC. The re-submitted bill is to be checked and payment shall be made within 30 days of its receipt.
 - j. The Agency/authorized person shall submit bills to the Officer In-charge during 16th to 20th of every month after completion of every calendar month along with the following documents.
 - Attendance sheet enclosing Biometric Attendance
 - I.Wage Statement
 - II.Bank statement showing the disbursement of salary
 - III.Challan copy of PF & ESI remittance
 - IV.Copy of Insurance
 - V.Deposit slip/ proof of Room Rent of 3 rooms provided to the staffs
 - VI.Deposit slip/ proof of Room Rent collected from Guest
 - VII.Deposit slip/proof of catering service collected from Guest towards
 - VIII.Welfare clearance certificate
 - IX.Copy of Salary slip
- k. Payment will be released within 30 working days from the date of submission of bill if the bill is complete and correct in all respect. The monthly bills submitted by the Agency shall only be for actual wages and other benefits paid by the Agency to the agency employees deployed by the Agency as per contract with IREL (India) Limited.
- l. The Agency will disburse the retrenchment compensation and annual leave with wages to the eligible staffs' annually only subject working of 240 days. The payment made to the staff towards retrenchment and annual leave with wages will be reimbursed twice subject to submission of proof. The Agency will submit the same after completion of 12 months. No claim in monthly RA Bill will be entertained.

9.0 **DELAY IN MOBILISATION AND LIQUIDATED DAMAGES**

As per GENERAL CONDITIONS OF CONTRACT (GCOC) SL no. 2.19.

Sl. No.	LAPSE	ACTION BY IREL, OSCOM
1	a) Payment of wages at rates less than those notified under the minimum wages.	a) An amount equivalent to the differential amount between wages to be paid under minimum wages notification of the Govt. applicable for the period less actual wages paid shall be recovered from the bills as certified by the Engineer/Officer.
	b) Non-payment of ad-hoc amount	b) An amount equivalent to actual payable towards ad-hoc amount to the workmen engaged for relevant period shall be recovered from the bills as certified by the Engineer/Officer.

2	Non -payment of minimum wages	An amount equivalent to wages payable by the contractor applicable for the relevant period shall be recovered from the bills as certified by the Engineer/Officer.
3	Non Payment of PF & ESI	Recovery of PF/ESI amount and an amount equivalent to maximum penalty leviable by Regional Provident Fund Commissioner for the delayed period under the provisions ESI ,EPF & MP Act and Rules for delayed remittance of PF contributions (both the employee's and employer's contribution), shall be recovered from the bills of contractor as certified by Engineer/Officer.
4	Delay in Payment of PF & ESI	An amount equivalent to maximum penalty leviable by Regional provident Fund & ESIC Commissioner for the delayed period under the provisions of ESI, EPF& MP & Act and rules for delayed remittance of PF contributions (both the employee's and employer's contribution), shall be recovered from the bills of the contractor as certified by Engineer/Officer.

10.0 PAYMENT OF MINIMUM WAGES:

The tenderer should note that Wages paid to the worker by the contractor should not be less than the rates notified by the Chief Labour Commissioner (Central), from time to time with regard to the minimum wages applicable to the respective categories of worker. In case of revision of the wages, the successful tenderer shall have to pay the minimum wages at the revised rate without fail, for which they will be allowed to get the differential amount along with Statutory dues thereof, if any, reimbursed, on the certification of the authorised representative nominated by the IREL for the purpose of witnessing the wage payment. Minimum rate of wages which prevailed on the date of opening of the techno-commercial bid will be considered as the base for the agency, which is paying notified minimum wages.

The worker should be paid on or before the 7th of the subsequent month. if 7th falls on a holiday or weekly off day, the payment should be made one day prior to that. Payment of PF for the month, both the employer's (in this case contractor) and employee's (in this case workmen employed by the contractor) contributions should be deposited in the bank in the permanent PF/ESI code number and challan obtained before 15th for PF & 21st for ESI of the subsequent month and forwarded to the Engineer/Officer. In case of failure of the contractor to comply with any of the above, the following action will be taken by IREL, OSCOM.

At present legitimate/statutory wages

SI No.	Description	Unskilled manpower	Skilled manpower	Highly Skilled
1	Minimum Wages	494.00	736.00	858.00
2	EPF @ 13% of min wages	64.22	95.68	111.54
3	ESI @ 3.25% of min wages	16.06	23.92	27.89
4	Holiday wages @ 3.83% min wages	18.92	28.19	32.86
5	Bonus @ 8.33% min wages	41.15	61.31	Not eligible
6	Leave wages @ 4.79% min wages	23.66	35.25	41.10
7	Retrenchment compensation (4.79%)	23.66	35.25	41.10
8	TOTAL per man-day	682/ day	1016/ day	1112/ day

➤ Difference in increase of minimum wages and statutory dues thereof will be reimbursed on submission of documentary evidence regarding payment of the enhanced wages

11.0 CONTRACTORS- FURNISHED INSURANCE:

Insurance Cover for Workmen:

The contractor shall obtain adequate Insurance Policy in respect of his workmen to be engaged for the work compulsorily towards compensations as admissible under the Workmen's Compensation Act 1923, and Rules framed there under upon death/disablement of a worker and the same has to be produced before start of the work.

All workers whose salary is more than Rs 15,000/- per month need not to be covered by ESI. However, contractor to take insurance policy to cover the risk towards temporary disablement and permanent disablement for the workmen.

CONTRACTOR shall at his cost and expense take out from a suitable insurance company acceptable to owner and maintain for the entire period until completion of work or until such time thereafter as the CONTRACTOR may consider appropriate the following insurances.

(1) Workmen's Compensation Insurance (WCI) This insurance shall conform to and satisfy all the requirements of the applicable laws and regulations of the country, state territory or province having jurisdiction over the contractor's employees engaged in the WORKS.

(2) Employer's Liability Insurance (ELI) the insurance shall cover the liability of the CONTRACTOR as employer, for compensation beyond the coverage of the Workmen's Compensation Insurance for bodily injury to or loss of life the contractor's employees while engaged in the WORKS. **(Minimum cover under Employer's Liability Insurance (ELI) shall be Rs. 15, 00,000/-)**

(3) Third Party Liability Insurance (TPL) This insurance shall cover legal liability for bodily injury to loss of life of and/or damage to and loss of properties of the third person party arising out of the performance by the contractor of the works.

(4) Automobile Liability Insurance (ALI) This insurance shall cover all the contractor's liabilities in connection with use by the contractor for the WORKS of any mobile equipment and automobile and when used which are owned, non-owned hired and otherwise placed under the contractor's administration and control, for bodily injury to loss of life of and/or property damage of any person or party.

(5) Movable All Risks Insurance (MRI) This insurance shall cover the damage to and/or loss of the construction equipment including the contractor's temporary works, owned, non-owned, hired or otherwise placed under the contractor's administration and control with the full replacement value coverage for each and every occurrence.

(6) Other Insurance Other insurance which shall be necessary or which the CONTRACTOR deems necessary for proper performance of the WORKS e.g.

- Overseas (and/or Domestic) Travellers' accident Insurance.

- Burglary Insurance

- All Risks marine cargo Insurance for the contractor's construction equipment, tools and machinery, and for equipment and materials that the contractor's temporary works and that the contractor under the contract may supply for the works and/or the permanent WORK and

12.0 Safety:

The contractor shall abide with all the safety regulations in force. The contractor shall comply with all applicable provisions of contractor safety management policy of OSCOM (copy of CSMP can be obtained from safety department of OSCOM unit) and other precautionary measures which the shift-in-charge has in effect at the site.

All work force employed by the contractor with in IREL Premises shall be certified skilled work force as per MSDE39/12/2022 AP dated: 12 Sept 2022. You shall provide recognition of prior learning (RPL) certificate / Proficiency certificate for they workforce engaged by the contractor.

The contractor shall comply with all the instructions given by the Shift-in-Charge regarding safety precautions, protective measures and all other practices which in the opinion of the Shift-in-Charge might be hazardous. The manpower deployed by the contractor shall undergo periodic training conducted at IREL (India) Limited on safety. The contractor shall at your own expense arrange for the safety provisions as appended to these conditions (Safety codes) or as required by the Engineer-in-charge in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case you fail to make arrangements and provide necessary facilities as aforesaid, the Engineer -in-Charge shall be entitled to do so and recover the cost from the contractor.

13.0 MODE OF PAYMENT:

All payment shall be released after deducting the following:

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

TECHNICAL SPECIFICATION

The Agency shall provide/ carry out the following scope of work /services during the tenure of Contract at his own cost/responsible in time bound manner without any deviation.

1. Management of the Guests and allotment of Rooms to the Guests

- A. The Agency shall allot Rooms to the Guest for accommodation on receipt of only valid requisition approved by the Competent Authority or Officer-In-charge (OIC). The requisition will be reaching at Guest House well in advance to the Agency. The date and time of Arrival/Departure of the Guest will be available in the requisition.
- B. In case of emergency, the agency will allot room to the guest only after receipt of the information over telephone from the Competent Authority or Officer-In-charge (OIC).
- C. The Agency shall engage one person for handling of personal belongings/ baggage of Guests and keep the same inside the allotted Rooms of the Guest.
- D. Under any circumstances, the Agency will not be in position to allot any Rooms to anybody without receipt of valid requisition approved by the Competent Authority or Officer-In-charge (OIC).

2. Maintenance of Rooms in time bound manner

The Agency must verify and complete the following jobs before allotment of Rooms.

- A. Housekeeping Jobs including toilets, floor, cleaning of dustbin
- B. Clean the Television, Air filters of Split/Window type air conditioner, Voltage Stabilizers, Lighting, Fan, Ash collection, Remote, Setup Box, Telephone instruments and extensions, computer /TCPIP connection, fans, calling bell etc and ensure these are in running condition.
- C. Clean the glass window pane, venetian blinds and all fixtures/furniture, venetian blinds etc.
- D. Change with new/washed Bed Sheets, Pillow cover, bathing Towel, Hand Towel, Blanket, sofa set covers, Bedroom linen, mattress, protector cover etc
- E. Clean window screen, Floors of the rooms and corridor/wings, curtains, Carpets, sofa set, looking mirror, wall clock, table lamp, wall hangings Chappal etc
- F. The Agency must keep one lighter of brand quality, Mosquito repellent, anti-mosquito spray/fumigation, rodent and pest control, fly/ultrasonic repugnant, etc
- G. Make provision for Racks, Cupboards, Room Locking arrangements, shoe/luggage rack etc. as onetime support.
- H. The Agency shall keep toiletry items of reputed brand(s) to be supplied daily one set (consisting of shampoo, hair oil, soap, tooth brush, tongue cleaner, Razor etc) before allotment the room per person. A liquid hand wash of a reputed brand should be replenished the rooms regularly.

3. Housekeeping/Cleaning of Guest House

It is necessary to maintain the environment of the guest house in a healthy and hygienic condition round the-clock at the level of a 3 Star Hotel or above. All living areas are to be kept clean and tidy. Effective arrangements should be made for waste collection and disposal. The following jobs are to be carried out under Cleaning Service. The Agency will clean the Floors of the rooms and corridor/wings daily with ISI mark detergent/phenyl and will be kept clean at all times as under.

Daily Cleaning:	
i.	Sweeping of the entire premises.
ii.	Damp mopping of tiles, vitrified floors, staircases, sidewalls, corridors and passages.
iii.	Dusting of desk, table, chair and furniture located in the rooms occupied.
iv.	Special attention will be paid to the cleaning of wash basins.
v.	Thorough cleaning and sanitization of the toilets, wash basins, mirrors, dustbins and WC facilities using suitable non-abrasive cleaners and disinfectants. All the wash basins, toilets pans should be kept stain free using Harpic / Sanifresh or equivalent item.
vi.	All surfaces shall be free of germs, soap and mud at the wash rooms/WCs.
vii.	Replacement of bathing towels/hand towels on a daily basis in all the WC facilities/wash-up area.
viii.	Cleaning of door mats, aluminium doors, aluminium fish plates, etc.
ix.	Naphthalene balls, urinal cubes should be supplied sufficiently in the toilets.
x.	Emptying all waste paper baskets from all rooms and washing or wiping them clean with damp cloth, replacing plastic waste paper basket linings and returning of items where they were located.
xi.	All waste wet and dry items from waste paper baskets, kitchen, dining hall/s etc. will be collected and disposed off as per the guidelines every day.
xii.	The agency shall ensure overall general maintenance such as drainage cleaning, garbage disposal (dry and wet garbage/plastic and non-plastic waste disposal etc. in an eco-friendly manner, using protective/closed bins), services and repairs (electrical, plumbing, HVAC etc.), breakdowns, emergency relief and help on urgency basis. In order to ensure the above, the supervisors so engaged are sufficiently trained and equipped with mobile phones.

Weekly Cleaning:	
i.	Glass table tops, doors partitions and glass accessories would be cleaned using solvent.
ii.	Cleaning of bath fittings with silvo.
iii.	All drains in and around of Guest House.

Monthly Cleaning:	
i.	All glass doors, windows of the premises would be cleaned using damp and dry method.
ii.	Cleaning of photos, sculptures, panels, glass/board partitions etc.
iii.	Wipe/clean/polish of all staircases/ metal railings, passages, corridors with detergents/ brasso / silvo etc.
iv.	Dusting /cleaning of venetian blinds.

Quarterly Cleaning:	
i.	To remove cobwebs from the entire guest house premises wherever they exist.
ii.	Scrubbing of all floor areas.
iii.	Carpets in Guest Rooms, if any to be cleaned with shampoo by an experienced personnel.
iv.	All wooden / leather furniture to be dusted, polished, cleaned with solvent and maintained in good condition.
v.	Washing/dry cleaning, ironing and refitting of curtains.

4. List of Cleaning Agents to be used by the Agency

Sl. No.	Description of item	Sl. No.	Description of item
i.	Dusting Cloth	xiv.	Spray bottles
ii.	Scrubbers with handle	xv.	Air Freshener
iii.	All Purpose Cleaner	xvi.	Toilet brush
iv.	Dust pan and Feather duster	xvii.	Insect Killer
v.	Window Glass Cleaner	xviii.	Hand brush
vi.	Dust brushes	xix.	Naphthalene Balls
vii.	Window Applicator	xx.	Plastic buckets
viii.	SS Scorch pads/steel wool	xxi.	Dettol
ix.	Window Squeeze	xxii.	Extension pole for glass cleaning
x.	Nylon brooms with sticks	xxiii.	Deodorant / fresheners
xi.	Garbage bags large	xxiv.	Harpic / Flush Clean
xii.	Floor dust mops with holder	xxv.	Toilet paper rolls
xiii.	Garbage bags Small/ medium/Large	xxvi.	Single Disk Scrubber

5. The agency will maintain the below Registers, records, reports, etc

- I.** Log Book of the Guest (s) accommodated
- II.** Guest's feedback register/ Guest Comment Book
- III.** Register showing the collection of money towards Room Tariff
- IV.** Register showing the collection of money towards Catering
- V.** Room wise register showing the catering services such
Breakfast/Tiffin/Snacks/Lunch/Dinner
- VI.** Daily / Weekly/ Monthly of cleaning/ housekeeping register
- VII.** Daily Cleaning Checklist
- VIII.** Key Register
- IX.** Asset Register
- X.** Biometric Attendance sheet
- XI.** Menu Card Booklet
- XII.** Staff data file
- XIII.** Food bill and Room Rent tariff bill register
- XIV.** Wage Register in Form-B
- XV.** Muster Roll / Attendance Register as per biometric attendance in Form-D
- XVI.** Leave Register
- XVII.** Recharge of Set box, repair maintenance
- XVIII.** Procurement register showing sanitary items
- XIX.** Pre-maintenance service report of machine / equipments / electrical appliances
- XX.** Register showing Lost/found/damaged/broken report

6. Supply of the material by the Agency

- A.** Vacuum Cleaner
- B.** Make provision for pressing of clothes
- C.** All the registers
- D.** Hand gloves
- E.** All consumable items/ All Housekeeping material
- F.** Dusting Cloth
- G.** All cleaning items for kitchen utensils

7. Supply of the following items to Guest on payment basis

- A.** The agency should keep a small inventory (25 units each) of (good quality) toothbrush, toothpaste, razor, shaving cream, combs, sewing kits, ear buds, facial tissues (small packs) which may be provided to guests, if needed @ MRP. The price will be collected from Guest's by Agency.
- B.** The Agency need not deposit the amount collected from the Guest on supply of the above items.
- C.** The agency should also provide laundry services to the guest(s) at free of cost.

8. Obligation of IREL (India) Limited

- A.** All kitchen appliances, electrical appliances, room furniture/ fixtures shall be provided by IREL (Limited) Limited
- B.** Payment of electric charges, water charges, telephone bills, house/municipal tax shall be taken care of by IREL (India) Limited.
- C.** Renovation/ addition to the building, solar water heating, firefighting equipment, emergency power line etc. shall be taken care by IREL (India) Limited.
- D.** Matters related to civil or major electrical works of E & M Department etc. shall be taken care of by IREL (India) Limited.
- E.** IREL (India) Limited will provide a comprehensive computing software and room reservation/ allotment system, networked connection/interface, billing, inventory management and complaint redressal mechanism through the said software.
- F.** The Monthly / Running Account bill of the Agency will become payable after the end of each month on submission of bill/s with all details, data and certification by the Agency and on due certification by the Officer-in-Charge (OIC) about the satisfactory services against the claim, the payment will be released to the Agency only after the disbursement of wages by the Agency to its contract employees.
- G.** The staff engaged by the Agency will be provided only 3(three) non-AC Rooms in Guest House or in bachelor hostel, if not available on payment basis @ 50/- per rooms per day at present. The Agency will deposit the room tariff in the bank account of IREL (India) Limited on or before 7th of every month. The receipt of the same transaction will be submitted to the Officer In-charge. The said tariff may increase or decrease as per decision of

- H. IREL (India) Limited will hand over to the entire list of inventory and assets to the agency materials like beds, cots, linen, chairs, tables, mixer/grinder, fridges, kitchen equipment, machinery etc. and the agency has to agree to keep proper acknowledgement and agency shall take care to maintain these items properly. In case of expire or termination of contract, the Agency are bound to return the entire list of inventory and assets to IREL(India) Limited in same conditions.

9. Supply of Food Materials by the Agency

Agency has to provide various items as per following makes or of its equivalent quality as specified below.

i.	Rice: Basmati of Kohinoor / Badsha / Heritage.
ii	Atta: Captain cook / Ashirvad / Annapurna / Pilsburry / Fresh Chakki Atta.
iii	Masala: All Masala powder should be Agmark.
v	Edible Oil: Refined Sunflower oil of Postman / Sun Drop / Godrej / Sweekar
v	Ghee: Britannia / Vijaya / Amul / OMFED
vi	Butter & Cheese: Amul / Britannia / OMFED
vii	Papad: Liliyat / Anil
viii	Pickles: Priya / Kisan / Maggie / Mothers
ix	Jams: Kissan / Sil
x	Sauces: Maggie / Kisan
xi	Cornflakes: Kellogs / Wake Field
xii	Fresh Milk-in Polypack: From Local Diary Co./Amul Diary
xiii	Tea: Tajmahal / Society / Tata, Twinings, Tetley (both tea bags + packet tea)
xiv	Coffee: Nescafe / Bru / Filter
xv	Rasgulla: Haldiram / KC Das (For special orders)
xvi	Gulab Jamun: MTR / Maiyya
xvii	Biscuits: 5-6 varieties of Britannia / ITC.
xviii	Water : Aquafina / Bailey / Kinley

The above makes may be changed as per the decision of the Competent Authority/OIC.

The food bill quantity shall be raised by the agency as per the indent/requisition approved by the Competent Authority only.

Sl. No.	Description
i	<u>Breakfast:</u> Parotta / Iddly / Rava Iddly / Dosa / Rava Dosa / Masala Dosa / Onion Oothappam / Poori with Sabji / Upma / Vada / Bread slices with jam / butter / 2 eggs bread omelet / Scrambled egg etc. (Any two of the items unlimited quantity to be served with variety of Chutney and Sambar along with Coffee / Tea / Milk)
ii	<u>Vegetarian special Lunch /Dinner</u> A. Soup B. Plain Roti/ poori C. Plain Rice D. Dal E. Malai Kofta/ Paneer masala/ Navrathan Khorma / Kadai Paneer / Shahi Paneer / Mushroom masala/ Vegetable curry F. Bhaja G. Curd H. Pickle I. Green Salad J. Sweet/Fruits
iii.	<u>Non-vegetarian special Lunch/ Dinner</u> A. Soup B. Plain Roti / Poori C. Plain rice D. Dal E. Curry (Fish /Mutton /Chicken /Prawn/Egg) F. Bhaja

	G. Curd H. Pickle I. Green Salad J. Sweet/Fruits
iv	<u>VIP special Lunch/Dinner</u> A. Paneer Pakoda (100 gms) B. Chicken Pakoda(6 Medium Pieces 100gms) C. Finger Chips (70 gms) D. Vegetable cutlet (2 nos) with sauce E. Peanuts (50 gms) F. Fish Fry 2 (Big pieces) G. Soup H. Plain Roti / Poori I. Plain rice J. Dal K. Curry (Fish /Mutton /Chicken /Tiger Prawn/Egg/Pamphlet) (As per the instruction of Officer-in-Charge) K. Vegetable curry L. Bhaja M. Curd N. Green Salad O. Sweet P. Papad - 2 nos Q. 1 Ltr mineral water R. Banana/ Seasonal fruit alternatively * VIP Lunch/Supper (special) shall be Supplied / Serviced upon receipt of requirement from the Competent Authority/ Officer-in-Charge / HoD (HRM) only.

Any other item may be added above as per the choice of VIP.

10. Engagement of Manpower by the Agency:

Sr. No.	Category	Manpower Required (Minimum)			
		A-Shift	G-Shift	B-Shift	C-Shift
1	<u>Manager-</u> must have passed Diploma/ Degree in Hotel Management and Catering Technology or equivalent from recognized Institute/ Catering College/University with minimum 5 years of post qualification experience in a reputed hotel/guest house management. He is well conversant with English, Hindi and at least one local language is essential.	-	1	-	-
2	<u>Cook-</u> must have passed VIII standard with minimum 3 years experience of cooking in a reputed hotel/restaurants/canteen/guest house/establishment/institution. Should be able to prepare North/ South/ North East Indian & Continental Dishes.	1	-	1	-
3	<u>Multi tasking staff (MTS) & Gardner-</u> must have passed VIII standard with minimum 3 years experience as supplier in hotel/restaurants/canteen/guest house/establishment/institution. For Gardner- must be literate with 1 year experience in the field of gardening.	1	1+1 (Gardner)	2	1
Total		11 Nos. (Including two reliever)			

- The above manpower shall attend the duty for 8 hours in a day.
- One rest day will provided after continuous working of six days.
- Shift schedule will be submitted to OIC every month.
- Every day, **minimum 9 (Nine) number** of manpower shall be engaged.
- All the staff must wear Uniform while attending the duty.

- vi. No staff will consume alcohol, chewing of tobacco, smoking cigarette while on duty.
- vii. No staff will be allowed to work in any other establishment.
- viii. All staff must make their In-punch and out-punch in the Bio-metric for attendance.
- ix. No staff will go for any type of strike/agitation.

11. Supply of materials to the engaged person by the Agency:

- A. Two pair of Uniform
- B. Hand Gloves to House Keeping maintenance staff
- C. Hair Net Cap to Supplier
- D. Stewart dress to Cook

12. Statutory obligation of the Agency

- A. The Agency shall disburse wages to its contract employees by 7th of each wage period through Bank Account only with issuing Wage Slip in Form XIX a day before the date of disbursement of wages and shall ensure certification of authorized representative in the Wage Register in Form B after the wage disbursement in every month. If 7th happens to be a holiday, wage disbursement shall be made on the previous working day. The Agency shall notify all its contract employees about the monthly wage disbursement date in their engagement order and follow the wage disbursement schedule strictly whether the Company has paid the agency's bill or not.
- B. The agency shall maintain proper and detailed record in respect of the job carried out by its employees and shall also maintain all records and returns as is necessary to carry out the work smoothly and as provided under the Contract Labour (Regulation and Abolition) Act, 1970, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Employees' State Insurance Act, 1948, the Employees' Provident Fund and Miscellaneous Provisions Act, 1952, etc., Act, the Payment of Bonus Act, (Amended 2017), Industrial Dispute Act, 1947, the Workmen Compensation Act, 2009, the ESI Act, 1948 and Rules as relevant and applicable from time to time.
- C. The contract employees shall be covered under all statutory requirements as is envisaged under the ESI Act, 1948, the Employees' Provident Fund and Miscellaneous Provisions Act, 1952, the Minimum Wages Act, 1948, and etc. by the agency and the agency shall comply with all the formalities in this regard. Copy of PF Chalan, PF ECR and PF Payment Confirmatory Receipt, ESI Contribution History and ESI Payment Receipt confirming the remittance of PF and ESI dues of its contract employees shall be enclosed with Running Account and Final Bills.
- D. The agency shall pay wages and other applicable benefits as per tender document and laws of the land. With a view to ensure better quality of service with due regard to the scope of work including the appropriate level of expertise (i.e., qualification and experience) required for the job, the agency may pay such wages which is higher than the statutory wages as prescribed under the Minimum Wages Act, 1948 so that the quality of service can be assured.
- E. The agency shall maintain a Muster Roll / Attendance Register in Form-D, Wage Register in Form-B in respect of all its contract employees engaged instant contract work. The agency shall provide all facilities for inspection of books and / or personnel on demand by IREL (India) Limited, OSCOM or by any Statutory Authority at any point of time during the execution of this instant contract.
- F. The agency shall provide PF Universal Account Number (UAN), ESI e-pehchan Card and an Employment Card to its contract employees engaged at IREL (India) Limited, OSCOM. This should be done immediately but not later than one month from the date of signing joint agreement.
- G. Bonus:
Bonus shall be payable by the Agency to its contract employees once in a year before Dussehra / Diwali or when a contract employee's service is discontinued subject to physical attendance of 30 days. The amount of bonus payable is **8.33 %** of wages or **Rs. 7,000/-** whichever is higher, as per Payment of Bonus Act, 1965. The wage ceiling for payment of Bonus is Rs. 21,000/- per month as present under the Payment of Bonus Act, 1965.
The Officer-in-Charge (OIC) / Accounts Officer is authorized to deduct any amount as determined by the Competent authority from the amounts due to the Agency for any deficiency in the services provided by the agency.
- H. Retrenchment Compensation will be disbursed annually by the agency on working of 240 days by the engaged manpower.
- I. Annual Leave with wages will be disbursed annually by the agency on working of 240 days by the engaged manpower.
- J. Holiday wages will be paid as per declared holiday.
- K. The successful Agency shall indemnify/deemed to have indemnified the Company for all claims/losses arising out of this tender. The Agency is deemed to have indemnified the Company against any claim by any authority once the work order is awarded. In the event of any payment by the Company to any individual, statutory body or any agency for reasons directly or indirectly attributable to this tender, such damages/penalties and/or cost thereof shall be recovered from the Agency's dues/amount payable or the Agency is liable to pay on receipt of demand from IREL (India) Limited, OSCOM.
- L. The successful bidder shall execute an irrevocable indemnity bond in an appropriate stamp paper in favor of IREL (India) Limited that they would indemnify and keep IREL (India) Limited indemnified against any claims, losses, expenses which IREL (India) Limited may suffer or incur as a result of breach of contract. The Agency shall further agree that the indemnity herein contained shall remain in full force and effect during the pendency of the contract

and that it shall continue to be enforceable till all dues under or by virtue of the said contract have been fully paid and all claims are discharged or till IREL (India) Limited is satisfied that the terms and conditions of the joint agreement have been fully and properly carried out by the Agency. The Agency also should undertake not to revoke this indemnity during its currency save with IREL (India) Limited's previous consent in writing.

- M. The Agency shall follow all rules as may be existing or may be framed from time to time by IREL (India) Limited on all aspects covering this tender. Material movement, entry/exit of personnel, identity card, safety, etc. shall be in accordance with the procedures of IREL (India) Limited, as amended from time to time.
- N. Compliance of regulation viz., payment of minimum wages as notified by the CLC (Central), Ministry of Labour & Employment, Government of India, the Employer's Liability Act, the Contract Labour (Regulation & Abolition) Act, the Employees' Compensation Act, 1923, the Industrial Dispute Act, 1947, the Maternity Benefit Act, 1961, the Employees' State Insurance Act, 1948, the Employees' Provident Fund and Miscellaneous Act, 1952, as on the date in existence or future amendments of applicable Act / Rules, will be the sole responsibility of the agency. In this regard, the agency at all time should indemnify IREL (India) Limited against all claims and will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc., mandatory as per the law and government rules and make it available during the course of inspection / verification by the statutory authorities, as and when required. Failure to comply such instructions will lead to imposition of fine by State/Government machinery and may lead to termination of contract and/or such other action as the state may deem fit. A copy of all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the IREL (India) Limited authority for verification and record.
- O. The agency will be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared and sold by him at the guest house, IREL (India) Limited, OSCOM including with respect to raw material and ingredients incorporated therein, and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provision of the Prevention of Food Adulteration Act, The Essential Commodities Act, The Weight & Measures Act and all rules, regulation and order framed there under, including safety and health of all consumers/residents under the said contract. The agency should keep the owner indemnified from and against any claim of infection, food poisoning or illness arising from any bad, stale or defective food or materials provided as meals during the entire contract period.
- P. All the legitimate wages will be disbursed based on the attendance taken from biometric only. All employees are bound to register themselves in biometric while attending the duty.

13. General obligation of the Agency

- a. The authorized person/ manager deployed at Guest House by the agency will be sole responsible to collect the Room rent and catering charges from the Guests while vacant the room. The authorized person/ manager will deposit the entire money along with GST collected during Sunday to Saturday in the bank account of IREL (India) Limited every Monday, failing which, Rs 100/- per day till the date of deposit of the room rent and catering charges will be charged. Otherwise for the delay payment will be collected from the Agency from the pending Bills.
- b. The authorized person/ manager deployed at Guest House by the agency will collect the Room rent and catering charges from the Guests while vacant the room against the submission of GST Invoice to the Guest.
- c. The name of the payee on behalf of Guest is available in the approved requisition. The authorized person/ manager will only collect the dues towards Room Rent and Catering from the person whose name is mentioned in the Requisition.
- d. The fuel (Gas cylinder) and induction will be used for cooking the foods and the Agency will supply the same at his own cost.
- e. The authorized person/manager shall engage one person in the reception who shall attend all the calls (24*7*365) days.
- f. The agency will immediately replace any employee found to be unfit in any manner immediately or on receipt of advice from any authorised person in IREL (India) Limited, OSCOM.
- g. The agency will provide decent uniforms, badges/ID cards with photos and safety equipment and shoes to its employees.
- h. It is the responsibility of the agency to ensure pre employment medical checkup of all its employees with ensuring their periodical medical checkup. Apart from the above, the agency shall ensure the deployment of staff subject to medical fitness.
- i. It is normally understood and agreed between both the parties that the Company will not be responsible or be liable for any laws that are in force/that may come into force from time to time in respect of personnel engaged by the agency and the agency alone will be solely responsible for the terms and conditions of their services, safety, health, statutory requirement, etc.

- j. It is understood and agreed that the agency will be held responsible for any disciplinary matters arising out of the work or conduct of their employees and the agency will take appropriate disciplinary action against those employees found indulging in any act of indiscipline in Company's premises or in connection with the services referred to herein.
- k. Notwithstanding any other clause herein, if there is any act of omission by the Agency or the contract employees which jeopardizes the safety/security of the Company including, but not limited to:

i	Theft or pilferage of property of IREL (India) Limited
ii	Fire, flooding, breakage or damage
iii	Violence or physical attack on the Campus
iv	Any act or incident which may prove detrimental to the interests of IREL (India) Limited - the contract would be terminated without any notice. Further, the agency would be levied penalties, as appropriate as deemed by IREL (India) Limited. The decision of the IREL (India) Limited shall be final in such matters.

- l. Malfunctioning of any equipment shall not be entertained as an excuse for unsatisfactory services. Upon end of contract / termination thereof, the agency is liable to return the same to IREL (India) Limited in good working condition barring normal wear and tear. For shortage / misplacement / theft, replacement cost of the items will be recovered from the final bill or security deposit.
- m. The agency shall keep/maintain all the appliances, furniture, fixture etc good condition. The Agency shall provide better catering services.
- n. Raw materials used for cooking purposes should be fresh and of good quality.
- o. Edible Oil will be of Sunflower / Ground Nut or any other equivalent brand.
- p. No extra payment will be made for manpower towards procurement of material, service at laundry or service provided for guest amenities.
- q. Fresh vegetables/non-veg items from near markets located only to be prepared in the guest house and served to guests. Proper care should be taken for perishable items which will be procured daily on need basis.
- r. The standard food tariffs as per the quoted price shall be Prominently Displayed in the guest house dining area.
- s. Every day minimum 10 persons are required to be present as per shift schedule in each Shift consisting of 8 hrs duty.
- t. Any new additions or deletions in engagement of manpower at OSCOM site shall be executed in concurrence with Officer-in-Charge (OIC) only.
- u. 3 Nos non-AC room in Guest House will be provided by IREL to the agency on chargeable basis @ Rs.50/- per day per room at present. The said rate may be changed as per the direction of Corporate Office.

14. HANDING / TAKING OVER

The fittings, fixtures, furniture, furnishings, linen, gadgets and all other items will be properly handed over after making separate kit inventory/bar coding with details of specification, duly signed by representative of the Guest House, IREL (India) Limited, OSCOM and the Agency of the Guest House. Each room shall display the inventory list and be reconciled on quarterly basis with compulsory annual inventory verification of the complete Guest House.

15. Tenure:

The duration of the contract is valid for 24 (twenty-four) months from the date of acceptance of Work Order subject to the following.

1. The Agency must deposit the Security Deposit @ 5% of the total contract value or Bank Guarantee from a commercial bank within 15 days from the date of acceptance of Work Order.
2. The Agency must submit the acceptance of list of inventory/assets on commencement of work.
3. The successful bidder shall submit an irrevocable indemnity bond in an appropriate stamp paper in favor of IREL (India) Limited within 15 days from the date of acceptance of Work Order.

16. Termination:

The Contract could be terminated by either side by giving one month's notice in writing under any circumstances. If the notice period is not given or if a shorter notice is given by the Agency, the entire security deposit shall be forfeited. Any other costs and or damages incurred by the Company to maintain the services contracted to the Agency, on account of such short notice will be deducted from the dues payable to the Agency, or shall be paid by the Agency on demand if such dues fall short of such costs.

No claims will be entertained in respect of any discrepancy or defect or short claim if such demand is not made within 90 days of payment of the final bill.

17. Risk Clause:

Notwithstanding the other terms herein, the Company at its option will be entitled to terminate the contract and to avail the service from elsewhere at the risk and cost of the agency either the whole of the contract or any part which the agency has failed to perform in the opinion of the Company within the time stipulated or if the same performance is not available, the best and the nearest available substitute thereof as deemed so by the Company. The agency shall be liable for any loss which the Company may sustain by reason of such risk contract in addition to penalty.

18. Insolvency and breach of contract:

The Company may, at any time, by notice in writing summarily terminate the contract without compensation to the Agency in any of the following events, i.e. to say:

- A. If the Agency being an individual or a firm any partner in the Agency's firm shall be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment, or if the firm be dissolved under the Partnership Act, or
- B. If the Agency being a Company shall pass a resolution or the court shall make an order for the liquidation of its affairs, a receiver or manager on behalf of the debenture holders shall be appointed or circumstance shall have arisen which entitle the court or debenture holders to appoint a receiver or manager, or
- C. If the Agency commits any breach of contract not herein specifically provided always that such determination shall not prejudice any right of action or remedy which shall have then accrued or shall accrue thereafter to the Company for any extra expenditure he is thereby put to but shall not be entitled to any gain on re-tender.
- D. In the event of inadequate or unsatisfactory performance of duties by the Agency, the Company shall have the right to bring to the notice of the Agency the default(s) on their part and the Agency shall ensure that the said default(s) is/are not repeated and/or are duly remedied, within a period of three days from the receipt of the said notice. Failing such remedial action, or in the event of the said default(s) being inadequately corrected, the Company shall have the right to immediately terminate the agreement.
- E. The Company reserves its rights to inspect/call for books/registers, documents in relation to all matters referred to in this tender or agreed later on. The Company will also have all rights to make recoveries from the compensation, if any statutory agency imposes upon the Company due to the agency's non-compliance with statutory obligations.
- F. It is clearly understood and agreed upon that neither the Agency nor its contract employees shall have any claim on employment with the Company at any point of time and this arrangement is purely between the Agency and the Company for specific services for the period as specified in the contract.

19. DAMAGES AND LOSSES

All the equipment and the items at site stands at the risk and sole charge of the Agency who shall deliver the same in proper condition at the time of annual stock taking over by IREL (India) Limited. Any shortfall of the same shall be immediately adjusted by the Agency by replacement. If the same is not replaced within one month of stock taking over, the equivalent amount shall be recovered from the dues / RA bills of the Agency for such lapses. The Agency or its representative shall be present during the stock taking over by IREL (India) Limited. If the Agency or its representative does not make themselves available, the stock taking over by IREL (India) Limited shall be conducted in their absence, which will be binding on them. For losses, if any due to natural calamity or any other act of god, beyond the control of either party, IREL (India) Limited will replenish the same, as per obligation mentioned above.

20. COMPLAINTS:

The Agency shall keep a suggestion box to be provided by IREL (India) Limited to record any suggestion/complaints on performance of services, by the guest and produce to IREL (India) Limited or its representatives for perusal during their visit to ensure that prompt action has been taken on such complaints and measures taken to avoid their re- occurrence. The agency shall attend to all the complaints and address as early as possible to the satisfaction of IREL (India) Limited. The Agency will provide guest feedback forms in each room and collect it to tabulate / display the observations / feedback, grievances or risk and sit for monthly meetings with Officer-in-Charge.

21. MISBEHAVIOUR OF EMPLOYEES:

Strict discipline shall be maintained by the employees of the Agency and use of any kind of violent, obscene or offensive languages while inside the Guest House premises will be treated as misconduct and liable for appropriate action by the Agency. Smoking and consuming alcohol inside the premises is strictly prohibited. In the case of proved misbehavior, IREL (India) Limited has the right to terminate the contract. It will be mandatory for the agency to brief their personnel in advance and apprise them of the conduct, expected for them, while working in an institution of national importance. Nothing prevents IREL (India) Limited to advise the Agency about any such issue, or any erring personnel engaged by the Agency, which warrant urgent action, in the interest of work and its fast disposal.

Any personnel deployed by the agency who refuses to work or creates indiscipline would have to be immediately replaced with the consent of the Officer-in-Charge (OIC) of the contract. IREL (India) Limited reserves its right to ask the Agency to terminate the services of its employees immediately on grounds of non-compliance of duties or if found guilty of misconduct. IREL (India) Limited will in no way be held responsible or liable for any loss, caused by negligence or any other harmful action on the part of the employee of the Agency.

In case, the person employed by the successful bidder commits any act of omission / commission that amounts to misconduct / indiscipline / incompetence / security risks, the successful bidder will be liable to take appropriate disciplinary action against such persons, including their removal from work, immediately after being brought to notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract.

22. BREAKAGE:

All cost towards damages / breakage to the equipment / inventory, if caused due to the negligence of the Agency's employee will be borne by the Agency. In case the damage / breakage of the items is caused due to negligence or normal wear and tear shall be heard and will be decided at sole discretion of IREL (India) Limited.

23. REPLACEMENT:

Replacement of articles (viz. linens, crockery, cutlery, consumables items/inventory etc.), which have been lost will be done after proper assessment by the Competent Authority and as per decision / mutual discussion and shall be borne by the Agency.

24. Security Deposit: A security deposit @ 5% of the contract value shall be deposited by the Agency within 15 days of awarding of Contract. Alternatively, a Bank Guarantee from a Commercial Bank for the equivalent value may be furnished for a period of 24 months with a grace period of 3 months.

A. The security deposit is refundable after expiry of the agreement, subject to (a) any claims on the Agency, (b) after the Agency certifies and confirms by submitting proof wherever possible as desired by Accounts Officer that the Agency has paid bonus, all premium as PF/ESI, (c) that the agency has submitted a statement to each of the employees who had worked under him, the monies deposited as premium on ESI, Insurance, etc. The Company reserves the right to deduct from the security deposit any amount for damages/deficiencies in service by the Agency or to meet any statutory deficiencies. The security deposit does not carry any interest. The Company shall have the absolute right to deduct from the security deposit and/or any amount payable to the Agency and any damages as may be determined by the Competent Authority/Officer In-charge, whose decision shall be final on account of any act or omission in the contract, by the agency.

B. It is important for the Agency to note that the rate quoted shall be inclusive of all taxes and duties/escalation and shall remain valid for the period of the agreement, i.e. 24 months from the date of issuance/acceptance of Work Order. Any increase or decrease in the rates shall be only in respect of statutory duties / levies and such claim/s shall be valid only with adequate documentary evidence. Any decrease in the duties / levies during the period of agreement, shall entail corresponding reduction in the contract amount. If no details or break-up of taxes, duties/levies, etc. are indicated, it will be assumed that the quote submitted is inclusive of all taxes/levies/duties, etc.

25. Suggestions Register:

The Agency will maintain a Complaints / Suggestions Register prominently displayed and take immediate action on every complaint in consultation with the Officer-in-Charge. This register will be open to any authorized person of the Company for inspection and supervision at all times.

26. Safety, Security and Insurance

The Agency shall follow all security rules of the Company and instructions received from time to time regarding issue of identity cards, all material movements (incoming and outgoing). During the pendency of the agreement, the Agency shall be liable fully to compensate all concerned for any loss, damage of construction of works, construction, plant and machinery, person, property, etc. including third party risks arising due to causes attributable to the agreement. The decision of the Competent authority shall be final and will be binding on both the parties. The Agency shall take Employees Liability Insurance of prescribed value for their employees. It must adequately cover all employees/workers under Employees' Compensation Act, 1923 as amended from time to time. Before starting the work, the Agency shall produce the original insurance policy taken in this regard in respect of its contract employees where applicable to the Company.

27. Miscellaneous

- A. The work mentioned in the schedule is not exhaustive, but only indicative. The Company reserves its right to increase or decrease the quantum of work. The Agency shall execute the work on the same terms and conditions and rates throughout the period of the contract.
- B. The agency / its authorized representative shall meet the designated Officer-in-Charge (OIC) of the Company on every

day to receive the details of issues/complaints to be attended and after attending to these complaints, a report on the same has to be submitted to the concerned Officer-in-Charge.

- C. The Agency shall provide the name and details of his personnel to the Officer-in-Charge (OIC). A list of all their names shall be submitted at the beginning of the contract, along with a copy of engagement order issued to each and whenever there is a change. No personnel of the Agency will be changed unless IREL (India) Limited has asked for it or without advance approval of IREL (India) Limited.
- D. The Agency shall ensure that no contract employees or nor anyone from his side use IREL (India) Limited transport to come to the work spot or return. The Agency shall use emergency services like medical help and emergency vehicles of IREL (India) Limited in the event of any accident or emergency in respect of its contract employees, though all responsibility for such accidents and any injury/death and or loss/damage will fully rest with the Agency.
- E. The prospective bidder must indicate any deviations, with reasons thereof. The deviations indicated by the tenderer shall be from the tender document issued by IREL (India) Limited. Deviations shall be valid only if it is accepted by IREL (India) Limited and forms part of the joint agreement.

28. Dispute and Resolution

Any dispute or differences that may arise between the parties shall be referred for sole arbitration to the Competent authority or his nominee. The decision of the Arbitrator shall be final and binding on the parties. The venue for arbitration shall be Chatrapur. The provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time shall apply. The courts in Chatrapur shall have exclusive jurisdiction to deal with any or all disputes between the parties.

29. Primacy of Documents

The tender documents, subsequent communication exchanged and the work order as well as all annexure shall be part and parcel of this agreement. If there is any discrepancy between the above documents clauses in the following documents will apply with primacy for communications issued after the work order, any pre-order correspondence as accepted jointly, followed by work order, tender documents and annexures thereof, i.e. tender documents and annexure have least primacy, if any clause or detail there has been superseded by communication after the opening of bids if jointly accepted, work order or subsequent communication to the Agency.

30. Amendments to Work order/Agreement

Any amendment to the Work order / Agreement shall be valid only if both parties have agreed to such amendment(s) in writing duly authenticated by authorised representatives of both parties.

31. General Terms and Conditions

- A. IREL (India) Limited being an industry; the agency will not allow or permit his employees to participate in any trade union activities or agitation in the premises of the owner.
- B. All employees engaged by the agency shall be, preferably, in the age not below the age of 18 years with good health and sound mind. The employees of the agency shall be liable to security screening by the Security Staff/Agencies deployed by IREL (India) Limited.
- C. The agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of IREL (India) Limited.
- D. The agency shall appoint fully qualified and competent employees; appropriate operations-in-charge personnel should be deployed by the agency, at their own cost, to ensure that the services rendered by them are at the best International Standards and the responsibility and obligations undertaken by them are carried out to utmost satisfaction of the IREL (India) Limited. The agency as an employer of its employees shall have exclusive right to appoint, substitute, suspend and terminate the services of any of its employees to fulfill their obligations under this agreement with enough reasons for doing so, with the approval of the authorities of IREL (India) Limited.
- E. The employees engaged by the agency shall always be under the direct and exclusive control and supervision of the agency and the agency may transfer his employees as per their need, provided in consultation with the Officer-in-Charge of the contract and / or any other authorities of IREL (India) Limited. Adequate and necessary numbers of employees are deployed by the agency for fulfillment of their contractual obligations under this agreement. It shall be the sole responsibility of the agency to ensure that employees deployed by him, fulfill the obligations undertaken by the agency under this agreement and the agency shall provide such employees at his own cost, with such equipment and other paraphernalia as may be considered necessary.
- F. The number and composition of staff required for IREL (India) Limited Guest House should be given separately. The tenderer should have sufficient number of permanent employees on roll, specifically qualified and trained for housekeeping and allied work as per tender requirement.
- G. The successful bidder shall furnish the following documents in respect of the individual manpower before the commencement of work.

i.	List of Manpower short listed by agency for deployment at IREL (India) Limited, containing full details i.e. date of birth, marital status, address etc;
ii.	Bio-data of the persons with passport size photograph
iii.	Character certificate from a Gazetted officer of the Central / State Government or certificate of verification of antecedents of persons by local police authority.
iv.	Their deployment will be only after the approval of the Officer-in-Charge of contract.

- H. The selected agency shall provide name badges and identity cards, bearing the photograph of the employees and personal information such as name, date of birth, age and identification mark etc. to the employees so engaged at the guest houses.
- I. Services will be provided by presentable, neatly attired and well-mannered qualified and trained Attendant/personnel as per their functional designation. The personnel deployed not below the age of 18 years of certified character and antecedents should be Indian national and must display name badges and identity card signed by the agency and be conversant in speaking Hindi, English and local languages for staff.
- J. The agency should provide at least two sets of uniforms to all personnel employed by them. The staff should wear formal, clean, and pressed uniforms as per their job assignments. Staffs working without uniform are liable to be turned down from being engaged in work in the guest house. Housekeeping staff – Appropriate uniform shall be provided for gents and ladies.
- K. All employees and their bags and baggage deployed with the agency shall be liable for physical security check both at the time of entry and leaving the Guest House. The company may introduce a system of Bio Metric/ RFID attendance/ GIS checking system, bar coding or any other technology solutions, which will be binding and applicable on all such personnel engaged by the agency, rendering service to the Guest House.
- L. The services will be provided 10 minimum manpower daily round the clock on all days of the year (24 x 7 x 365). Leaves of the employees of the agency should be strictly as per the statutory norms. Any unauthorized leave availed would be subject to penalty to the agency.
- M. No items will be taken out of the Guest House without written permission of the Officer-in-Charge and / or the Competent Authority of IREL (India) Limited. Normally no inventory will be shifted from one room/ place to another, without approval of Officer-in-Charge and making valid entry in the stock register of the inventory.
- N. The allotment of rooms (accommodation), in the Guest House will be done by a nominated official of IREL (India) Limited, OSCOM. The company may introduce a web/IT based room reservation system/billing etc. which will be binding and acceptable to the agency.
- O. The agency or his representative will not allow any unauthorized person including company officials to stay in the guest house. If at any time or during surprise check it is found that any unauthorized person is staying in the guest house, the agency will be directly responsible and a financial penalty of Rs.20,000/- per day will be imposed on the agency for the damage and the same will be recorded in the complaints precedence register.
- P. IREL (India) Limited will not be responsible for any injury, accident, disability, or loss of life to the agency or to any of its personal that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the agency. The agency has to make his own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their payroll and submit a proof to this effect.

BOQ

SL NO	Description of item.	Unit	Qty.
1	Service Charge	%	1
2	Uniform	sets	22
3	Breakfast	Plate	8000
4	Vegetarian special Lunch /Dinner	Plate	6000
5	Non-Vegetarian special Lunch /Dinner	Plate	6000
6	VIP special Lunch/Dinner	Plate	2000
7	Lump sum charges includes for Supply of one Vacuum Cleaner, one iron box for pressing of clothes, all types of registers, Hand gloves, all consumable housekeeping items(cleaning for all floor, toilets, bathrooms, wall, window, stationery, kitchen, rooms etc), one set (consisting of shampoo, hair oil, soap, tooth brush, tooth paste, tongue cleaner, Razor) for every new guest, Air freshener, Mosquito repellent, dry cleaning of carpet etc, Naphthalene balls, tissue paper, Garbage bags small/large, detergent powder for washing machine for cleaning of (all types of clothes consisting of bed sheets, pillow, pillow cover, curtains etc), grass cutter machine, all equipments for maintenance of garden, drain cleaning equipments, all types of brooms, Toilet Tissue Rolls, Sugar Sachets and other free items/equipments as per scope of work.	Months	24
Extra Items as per requirement of Occupancy			
1	Vegetarian Pakoda for 100 gms (Paneer/Mushroom)	Plate	1
2	Vegetable cutlet for 2 piece	Plate	1
3	Vegetable Pakoda for 100 Grams	Plate	1
4	Paneer (all type item)	Plate	1
5	Mushroom(all type item)	Plate	1
6	Vegetable curry	Plate	1
7	Vegetable Korma	Plate	1
8	Veg Soup	Cup	1
9	Peanuts (50 gms)	Plate	1
10	One big size plain papad	Each	1
11	Roti	Each	1
12	Parotha/Chappathi	Each	1
13	Finger Chips (70 gms)	Plate	1
14	Mix Veg Fry	Plate	1
15	Plain rice with dal	Plate	1
16	Sweet curd 100 grams	Each	1
17	Tea/Coffee	Cup	1
18	Mineral water (1 ltr.)	Each	1
19	Mineral water (1/2 Ltr.)	Each	1
20	Cold drinks (300 ml.)	Each	1
21	Cold drinks (2 ltr.)	Each	1
22	Chicken pakoda for 100 grams	Plate	1
23	Prawn Pakoda for 100 Grams	Plate	1
24	Tawa Fish fry (1 Piece)	Plate	1
25	Pamphlet curry/fry(2 pieces)	Plate	1
26	Fish Curry (2 piece)	Plate	1
27	Prwan Curry	Plate	1
28	Motton Curry	Plate	1
29	Chicken Curry	Plate	1

Techno- Commercial Terms for response by the participating bidders:

SI No.	Techno- Commercial Terms	Response
1	Bidder should carefully study the Technical specifications and General terms and conditions before participating in the tender. All terms and Conditions of the NIT including Corrigendum if any, shall be applicable.	AGREE
2	Bidder agrees (i) Not to provide any gift and/ or inducement to any employee of the company in connection with securing/ being granted favour(s) in my/our dealings with the company and its field Unit namely OSCOM at Orissa, (ii) To immediately report any gift and / or inducement sought by any employee of the company in exchange of the company and /or its field Units granting favour(s) to me/us in my/our dealings with the company and /or its field units.	AGREE
3.	Bidder agrees that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT, they will be suspended for the period of 3 years from participation in any future bids of IREL(India) Limited.	AGREE
4.	Bidder agrees to execute the work strictly as per the technical specifications and also to comply to the statutory requirements as required for execution of the work.	AGREE
5.	Bidder agrees to Special Conditions of Contract	AGREE with remarks
6.	Bidder agrees to upload details of bid security documents (if applicable) paid (or) In case Bidder happens to be Central / State PSU or happens to be MSE registered with NSIC and are interested in waiver from EMD submission, relevant self attested scanned copy of certificates like Udyogaadhar , NSIC Registration Certificates etc. are to be uploaded.	AGREE
7.	Bidder agrees to submit the signed scanned copy of the Undertaking and Organizational details as requested in General Instruction (Annexure – I points 16 & 17)	AGREE
8.	Contact details Name of the organization participating in tender Name & Designation of the Contact person Phone no Email address.	Remarks

PRICE SCHEDULE

Sl. no	Description	Uom	Qty (a)	Service charge (%) (Excluding GST)	GST in %	Total value in Rs (Inclusive of GST)
1	Service charges in % towards engagement of 1 High skilled, 2 skilled and 8 Unskilled manpower as per technical specification ((1*1112)*604)+((2*1016)*604)+((8*682)*604) =Rs 51,94,400/-	Number	1	a		(5194400+(5194400*a/100))*1.18
		Uom	Qty	Unit Rate in Rs	GST	Total in Rs
2	Charges in Rs towards Uniform as per technical specification	sets	22			
3	Charges in Rs towards Breakfast as per technical specification	Plate	8000			
4	Charges in Rs towards Vegetarian special Lunch /Dinner as per technical specification	Plate	6000			
5	Charges in Rs towards Non-Vegetarian special Lunch /Dinner as per technical specification	Plate	6000			
6	Charges in Rs towards VIP special Lunch/Dinner as per technical specification	Plate	2000			
7	Charges in Rs towards Lump sum charges (Sl no 7 of BOQ) as per technical specification	Months	24			
8	Charges in Rs towards Vegetarian Pakoda for 100 gms (Paneer/Mushroom) as per technical specification	Plate	1			
9	Charges in Rs towards Vegetable cutlet for 2 piece as per technical specification	Plate	1			
10	Charges in Rs towards Vegetable Pakoda for 100 Grams as per technical specification	Plate	1			
11	Charges in Rs towards Paneer (all type item) as per technical specification	Plate	1			
12	Charges in Rs towards Mushroom(all type item) as per technical specification	Plate	1			
13	Charges in Rs towards Vegetable curry as per technical specification	Plate	1			
14	Charges in Rs towards Vegetable Korma as per technical specification	Plate	1			
15	Charges in Rs towards Veg Soup as per technical specification	Cup	1			
16	Charges in Rs towards Peanuts (50 gms) as per technical specification	Plate	1			
17	Charges in Rs towards One big size plain papad as per technical specification	Each	1			
18	Charges in Rs towards Roti as per technical specification	Each	1			
19	Charges in Rs towards Parotha/Chappathi as per technical specification	Each	1			
20	Charges in Rs towards Finger Chips (70 gms) as per technical specification	Plate	1			
21	Charges in Rs towards Mix Veg Fry as per technical specification	Plate	1			
22	Charges in Rs towards Plain rice with dal as per technical specification	Plate	1			
23	Charges in Rs towards Sweet curd 100 grams as per technical specification	Each	1			

24	Charges in Rs towards Tea/Coffee as per technical specification	Cup	1			
25	Charges in Rs towards Mineral water (1 ltr.) as per technical specification	Each	1			
26	Charges in Rs towards Mineral water (1/2 Ltr.) as per technical specification	Each	1			
27	Charges in Rs towards Cold drinks (300 ml.) as per technical specification	Each	1			
28	Charges in Rs towards Cold drinks (2 ltr.) as per technical specification	Each	1			
29	Charges in Rs towards Chicken pakoda for 100 grams as per technical specification	Plate	1			
30	Charges in Rs towards Prawn Pakoda for 100 Grams as per technical specification	Plate	1			
31	Charges in Rs towards Tawa Fish fry (1 Piece) as per technical specification	Plate	1			
32	Charges in Rs towards Pamphlet curry/fry(2 pieces) as per technical specification	Plate	1			
33	Charges in Rs towards Fish Curry (2 piece) as per technical specification	Plate	1			
34	Charges in Rs towards Prwan Curry as per technical specification	Plate	1			
35	Charges in Rs towards Motton Curry as per technical specification	Plate	1			
36	Charges in Rs towards Chicken Curry as per technical specification	Plate	1			

- Tax should be mentioned in % only.
- If Separate tax is not mentioned in the price schedule, the rate quoted will be considered as inclusive of tax.
- Since all appliances, electricity and crockery are provided by the department, the contractor has to provide the catering services on cost to cost basis and quote the rates in a very prudent manner.
- No extra payment will be made for manpower in procurement of materials, services at laundry, services provided for guest amenities.
- Fresh vegetables/non-veg items from markets located only to be prepared in the guest house and served to guests. Proper care should be taken for perishable items which will be procured daily on need basis.
- Everyday minimum 10 persons are required to be present as per shift schedule with each Shift consisting of 8 hrs duty.
- The food quantities mentioned are indicative only and are liable to changes as per the requirement.
- Evaluation shall be done on overall L-1 basis after taking net of Tax Credit considering the items from **Sl. No 1 to 7 only.**
- In case a tie exists between two bidders on quoted price preference will be given to bidder who is a MSME, who has already executed similar order with IREL, GST registration within the state in that order. Thereafter, if the tie exists the bid shall be decided by lots and the selection by IREL will be final and binding.
- Bidder has to quote separately and has to fill the all column of price schedule otherwise offer shall be considered as unresponsive.
- Bidder quoting nil service charges will not be considered for evaluation and the bid shall be deemed unresponsive. IREL reserves the right to seek justification to prove the workability of the price quoted by the bidder, if required. If bidder fails to provide the same the offer shall be treated as unresponsive.
- Depending on the needs of IREL (India) limited, the actual number of manpower required in various categories may vary with time. The requirement given in Technical Specification is liable to change.

Undertaking**Subject: Upkeeping & Maintenance of guest house****Tender Reference No.20-23098**

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

Sign and Seal.

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

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

2. REFERENCE:

This document should be read in conjunction with the following:

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

3. SAFETY REQUIREMENTS FOR CONTRACTORS:

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

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

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

4. Contractor's Responsibility:

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

separately colored. For all the contracts, the contractual workers to be deployed in the mine or plant must undergo six days vocational training unless and otherwise relaxed in this regard.

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

5. **Appointment of Competent Person:**

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

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

No. of employees < 30	One supervisor
No. of employees : 30 – 100	One safety officer plus Two supervisors
No. of employees : 101 – 250	Two safety officer and three supervisors

The basic qualification of Supervisors and Safety Officers:

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

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

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

- a) All safety officers/ supervisors engaged by contractors shall ensure that, all the persons working under them are following and practicing the rules, regulation issued by the IREL and statutory authority from time to time.
- b) All the persons working under them are using the personal protective equipment supplied by the contractors and adhered to the normal safety rule of the company.
- c) Before starting the work, they should understand the job, nature of risk involved and its mitigation measures. They should submit a risk assessment/Job hazard analysis report to the engineer in charge prior to commencement of work.
- d) Before starting the work, ask for the site clearance from EIC. Once site clearance is achieved, barricade the area to check the inadvertent entry to the work site.
- e) Raise the safety work permit and ensure that due safety measures are taken, safety tags are attached, supply is isolated and locked, testing of isolation is carried out in your presence and satisfy himself that all precautions

have been taken to make the area, installation, machineries safe to work. Once the maintenance is over or at the end of the day you should return the safety permit to EIC.

- f) To instruct the contract people fixing the guards in proper place, remove the scraps or additional materials from the work site to a safe distance before handing over the safety permit.
- g) To ask the contract people under your control to maintain good housekeeping.
- h) Any unsafe condition or practices noticed is to be addressed forthwith and information must be given to EIC.
- i) Any safety appliances required for specialized work to be arranged or seek help from EIC to get the appliances.
- j) To maintain a register of near miss incidents and accident on day to day basis and get it signed by EIC every day.
- k) To arrange delivering pep/safety talks to workmen regularly prior to work.
- l) To encourage your manpower to furnish constructive suggestion to improve safety standard at work place and discuss with EIC for implementation.
- m) To ensure proper scaffolding while working at height. Obtain height pass and instruct workmen to use safety belts with anchorage. Fix the catch net where required.
- n) To ensure the supply of proper tools and tackles for the work.
- o) Any accident resulting in injury to workmen to be immediately reported to the EIC.

7. Employee's / Workmen's Responsibility:

- a) A contractor's employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- b) An employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- c) An employee shall strictly adhere to the provision of rules, regulation, bylaws issued by the IREL from time to time.
- d) No person shall interfere with, impede or obstruct any person in the discharge of his duties, nor shall he offer or render any service, or use any threat to any other person with a view to preventing him from complying with the provision of the rules, regulation, bylaws and orders made there under. If any persons who receive such offer or threat shall inform the EIC forthwith for further course of action.
- e) No person shall, except with the authority of EIC, go in to any part of the plant other than that part of which he works.
- f) No person shall sleep while on duty.
- g) Every person receiving any injury in the course of his duty shall report to their supervisors, safety officers or contractor, who in turn arranges necessary first aid to the injured persons.
- h) No person shall, while on duty throw any stone or missile with intent to cause injury, fight or behave in violent manner.
- i) Every person shall use the safety gadgets during the work supplied by the contractor to them.
- j) Smoking and chewing tobacco, being in state of intoxication etc is strictly prohibited inside the plant area.
- k) No person shall negligently or willfully do anything likely to endanger life or health or negligently or willfully omit to do anything necessary for the compliance of safety.

8. General Obligation:

- a) The Contractor shall maintain a record of register of his all machines, tools and tackles, lifting equipment, supports, welding machines, Gas cylinders, safety appliances or any other equipment or appliances belonging to him or hired to execute the job in the register. This register shall be subjected to audit or checked by the IREL official at any point of time. Every addition or deletion of equipment shall be certified and counter signed by the concerned EIC.
- b) All lifting equipment kept under the custody of contractor shall be tested for safe working load test periodically and a record to be maintained to this effect.
- c) All the lifting equipment shall be tagged properly for their easy identification.
- d) Contractor using machineries shall maintain check list of their machines aligned with the requirement of OEM.

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

9. Operation & Maintenance:

- a) All persons who work with electrical installation/equipment shall be aware of the electrical hazards, use of protective devices and safe operational procedures. They shall be given training in firefighting, first aid and artificial resuscitation techniques.
- b) The supervisor shall instruct the proper procedure, specify and enforce the use of necessary protective equipment such as adequately insulated pliers, screw drivers, fuse pullers, testing lamps and similar hand tools. Only wooden ladders shall be used to reach the heights in electrical work.
- c) No material or earth work shall be allowed to be dumped below or in the vicinity of the bare overhead line conductors.
- d) Separate work permits shall be issued for individual group leaders working on the same system which shall be returned after the completion of the work to Safety Supervisor and no system shall be energized without the clearance of Safety supervisor.
- e) Before any maintenance work is commenced on electrical installations/equipment, the circuits shall be de-energized and ascertained to be dead by positive test with an approved voltage testing device. Switches shall be tagged or the fuse holders withdrawn before starting the work. Adequate precautions shall be taken in two important aspects viz.
 - I) That there shall be no danger from any adjacent live parts and
 - II) That there shall be no chances of re-energization of the equipment on which the persons are working
- f) While working on or near a circuit, whenever possible the use of one hand may be practiced even though the circuit is supposed to be dead. The other hand may preferably be kept in pocket.
- g) When it is necessary to touch electrical equipment (for example when checking for overload of motors) back of the hand may be used. Thus, if accidental shock were to cause muscular contractions one would not 'freeze' to the conductor.
- h) Operation of electrical equipment shall be avoided when standing on wet floor or when hands are wet.
- i) Before blown fuses are replaced, the circuit shall be locked out and an investigation shall be made for the cause of the short circuit or overload.
- j) When two persons are working within reach of each other, they shall never work on different phases of the supply.
- k) When structural repairs, modification or painting work are to be undertaken, appropriate measures shall be taken for the protection of persons whose work may bring them into the proximity of live equipment/circuit.
- l) It shall be ensured that the insulation and wire size of extension cords are adequate for the voltage and current to be carried.
- m) While tapping electricity from the socket, plug top must be used. It shall be ensured that no extension boards are over loaded while tapping. Only standard three pin plugs shall be used for tapping electricity. Broken sockets/plugs shall be replaced immediately with good ones. Only joint free cables shall be used for connecting equipment/apparatus.
- n) Floors shall be kept free from trailing electrical cables to avoid tripping hazard.
- o) Power supply to all the machines and lighting fixture shall be switched off when not in use.
- p) Temporary electrical connections shall be removed as soon as the stipulated work is over. After completion of the works, the contractor shall dismantle the distribution boards and the other facilities he may have erected.
- q) Unauthorized tapping of power by others from distribution boards under the control of the contractor shall be prohibited at all circumstances.
- r) No flammable materials shall be stored in any working area near the switch boards.
- s) Safety work permits shall be used for switching off the main feeder and equipment by the contractor.
- t) "MEN ON LINE" "DO NOT SWITCH ON" "DANGER" or "CAUTION" board as applicable shall be used during maintenance works on the electrical equipment.
- u) The contractor shall implement the shutdown procedure with lockout and tag out systems with a provision of multiple lock displaying the person's name, designation and photo. When any switchgear cannot be locked out, the same shall be modified or replaced to make it capable of being locked.

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

Format - I**ARTICLES OF AGREEMENT**

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

NOW THIS AGREEMENT WITNESSTH as follows:

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

AS WITNESS our hands this _____ day of _____ 20____.

Signed by the said in the presence of

Contractee (at Matikhalo, Dist-Ganjam, ORISSA)

Signed by the said in the presence of

Contractor (at Matikhalo Dist-Ganjam, ORISSA)

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be issued by approved Scheduled Banks)

Format-II

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

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

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

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

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

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

Notwithstanding anything to the contrary contained herein before :

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

Dated the _____ day of _____ 20--

_____ Bank

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

Bank's Common seal

PROFORMA FOR BG FORMAT FOR SECURITY DEPOSIT

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

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

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

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

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

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

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

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

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

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

Dated the _____ day of _____ 2017

_____ Bank

Bid Securing Declaration Form

Tender No.

Date:

To

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

I/we declare that:

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

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

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

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

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

Signed:

Name:

Address:

Duly authorized to sign the bid for or on behalf of _____

Dated on _____ day of _____

Corporate seal (where appropriate)

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