

1. Tender specifications including declaration



Inclusion of multiple Performance Appraisal Reports (PARs) for executives in E7 –E8 cadre and Performance Appraisal System for new cadre of employees (Non Unionized Supervisor - S1-S8) in OPAMS

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

Note:Page No. 4 (containing ‘Undertaking’ and ‘Declaration’) and Page No. 14 (containing ‘Bank/Remittance Details’ and ‘Registration Details’) shall be filled in, signed, seal-affixed and submitted along with the bid.



2. CONTENTS

No.	Description	Page No.
1.	TENDER SPECIFICATION INCLUDING DECLARATION	01
2.	CONTENTS	02
3.	ETHICS IN TENDERING & OTHER BUSINESS DEALINGS	03
4.	UNDERTAKING	04
5.	DECLARATION	04
6.	GENERAL CONDITIONS OF CONTRACT	05-13
7.	GCOC-Annexure-I	
8.	GCOC-Annexure-II	
9.	BANK DETAILS	14
10.	REGISTRATION AND CONTACT DETAILS	
11.	BID SECURITY DECLARATION FORM	15
12.	OTHER CONDITIONS	16-17
13.	PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA	18
14.	SCHEDULE OF TENDER (SOT)	19
15.	SPECIAL CONDITIONS OF CONTRACT (SCOC)	20-21
16.	PRICE SCHEDULE	22
17.	PROFORMA FOR BG FOR EMD	23
18.	PROFORMA FOR BG FOR SD	24



3. ETHICS IN TENDERING & OTHER BUSINESS DEALINGS

Dear Sir,

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

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

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

<p>अध्यक्ष एवं प्रबंधक निदेशक/Chairman & Managing Director आईआरईएल (इंडिया) लिमिटेड / IREL (India) Limited 1207, वी एस मार्ग, प्रभादेवी/1207, V.S. Marg, Prabhadevi मुंबई / Mumbai - 400 028 Ph: 022-24225778 Email: cmd@irel.co.in</p>	<p>मुख्य सतर्कता अधिकारी/ Chief Vigilance Officer आईआरईएल (इंडिया) लिमिटेड /IREL (India) Limited 1207, वी एस मार्ग, प्रभादेवी/1207, V.S. Marg, Prabhadevi मुंबई / Mumbai - 400 028 Ph: 022-24221068 Email: cvo@irel.co.in</p>
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We assure you that complaints if any made by you on the subject will be kept confidential and fair investigation will be conducted and appropriate action will be taken. Similarly, we expect your commitment to the under taking and its violation will have consequences as per prevailing rule of the company.

Thanking you,

For IREL (India) Limited

Name: K. Suresh Kumar
Designation: DGM – Technical
(Purchase & Stores)

Date:



4. UNDERTAKING

Date:

To

M/s. IREL (India) Limited,
CHAVARA

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

I/We agree and undertake:

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

Signature:

Name:

Title:

Name of the Company, Address and Contact details:

Official Seal

5. DECLARATION

I/ We have remitted:

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

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

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

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

Signature of the tenderer:

Full address:

Place:

6. General Condition of Contract (GCOC)

6.1. ARTICLE1.0: DEFINITIONS AND INTERPRETATIONS

- 6.1.1. In this Document, as hereunder defined, the following terms and expressions shall have the meaning here by assigned to them except where the context otherwise requires:
- 6.1.2. **AGREEMENT:** Means the agreement concluded on non-judicial stamp paper between IREL and Consultant for Services as per this TENDER.
- 6.1.3. **IREL/OWNER:** Shall mean IREL(India)Limited.
- 6.1.4. **IREL'SREPRESENTATIVE:** Means the person appointed or authorized from time to time by IREL for execution of the contract.
- 6.1.5. **CONSULTANT'SREPRESENTATIVE:** Means the person appointed from time to time by CONSULTANT for execution of the Contract.
- 6.1.6. **ENGINEER-IN-CHARGE/EXECUTIVE-IN-CHARGE:** Shall mean the person designated from time to time by the IREL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 6.1.7. **SIGNOFF:** Means a recorded statement for completion of a milestone/major activity by Consultant as envisaged in this document and accepted by IREL.
- 6.1.8. **CONTRACT:** Shall mean Letter of Acceptance and all attached exhibits and document referred to there in and all terms and conditions there of together with any subsequent modifications thereto.
- 6.1.9. **SERVICES:** Mean the duties to be performed and the services to be rendered by Consultant according to the terms and conditions of the Contract.
- 6.1.10. **HEADINGS:** The headings appearing herein are for convenience only and shall not be taken in consideration in the interpretation or construction of the Contract.
- 6.1.11. **SINGULAR AND PLURAL WORDS:** Importing the singular only also includes the plural and vice-versa where the context requires.

6.2. ARTICLE2.0: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTANT

- 6.2.1. Consultant shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Project work.
- 6.2.2. Consultant shall in all professional matters act as a faithful advisor to IREL and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.
- 6.2.3. Consultant, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.
- 6.2.4. Consultant shall prepare and submit documents /reports etc. in due time and in accordance with the Tender Conditions.
- 6.2.5. Consultant will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without written approval of IREL.

6.3. ARTICLE3.0:IREL'SREPRESENTATIVE

- 6.3.1. IREL shall nominate its Representative(s) who shall be entitled to act on behalf of IREL with respect to any decision it is empowered to make. The bill/invoice of Consultant will be certified for payment by such representatives.

6.4. ARTICLE 4.0:CONSULTANT'SREPRESENTATIVE

- 6.4.1. Consultant shall nominate a qualified and experienced person as its Representative who will be the contact person between IREL and Consultant for the performance of the Contract. This nomination shall be done within ten (10) days after the coming into force of the Contract. Consultant shall notify IREL in writing prior to the appointment of a new representative. Consultant's Representative may be replaced only with IREL's consent after getting approved his CV's from IREL.
- 6.4.2. IREL shall be at liberty to object to any nomination and to require Consultant to remove Consultant's representative for good causes. Consultant shall replace immediately such person by competent substitute at no extra cost to IREL.
- 6.4.3. Consultant's Representative shall be entitled to act on behalf of Consultant with respect to any decisions to be made under the Contract.

6.5. ARTICLE5.0: PAYMENTTERMS



6.5.1. IREL shall pay for the services rendered as per stipulation in the tender through E-Banking only. All Bank charges of consultant's Bankers shall be to the consultant's account.

6.5.2. Consultant will invoice IREL according to the terms and conditions provided in the tender.

6.6. ARTICLE6.0: PERFORMANCE GUARANTEE

6.6.1. Consultant shall submit to IREL contract Performance Guarantee @ 10% or any other % of contract value as per tender for the due performance of the Contract. The Contract Performance Guarantee shall be valid for a period of three months beyond the completion period of the contract. All expenses incurred in obtaining of such guarantee shall be borne by Consultant.

6.6.2. In case of extension of completion period, Consultant shall be required to extend the performance guarantee for an appropriate period of time as per contractual requirements.

6.7. ARTICLE7.0: CONFIDENTIALITY

6.7.1. Consultant shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by IREL without the prior written consent of IREL.

6.7.2. Consultant further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Consultant shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

6.8. ARTICLE8.0: TAXES AND DUTIES

6.8.1. Consultant shall pay any and all taxes including service tax, duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties.

6.8.2. Statutory variation in taxes and duties, if any, within the contractual completion period shall be borne by IREL. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.

6.8.3. Consultant will not claim from IREL any taxes paid by him.

6.8.4. IREL shall deduct Income tax at source at applicable rates.

6.9. ARTICLE9.0: SUSPENSION OF THE PERFORMANCE OF DUTIES AND SERVICES

6.9.1. IREL may suspend in whole or in part – the performance of services of Consultants any time up on giving not less than fifteen (15) days notice. Upon notice of suspension, Consultant shall suspend immediately the services and reduce expenditure to a minimum to be agreed up on by both the parties. Upon suspension of the performance of services, Consultant shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.

6.9.2. By fifteen days prior notice, IREL may request Consultant to resume the performance of the services, without any additional cost to IREL. In case of suspension of work by consultant on IREL's request for more than 10 days, demobilization and remobilization charges will be paid to consultant as per Schedule of Rates. If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 14 here under.

6.10. ARTICLE10.0: LIQUIDATED DAMAGES

6.10.1. In case Consultant fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 17 hereinafter or due to IREL's default, Liquidated damages @ ½% for each week of delay or part there of shall be levied subject to maximum of 10% of contract price.

6.10.2. IREL may without prejudice to any methods of recovery, deduct the amount of such damages from any money due or which may at any time become due to Consultant from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Consultant and IREL agree that the above percentage of damages are genuine pre-estimates of the loss/damage which IREL would have suffered on account of delay/ breach on the part of Consultant 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 IREL in the matter of applicability of Liquidated damages shall be final and binding.

6.11. ARTICLE 11.0: ASSIGNMENT

6.11.1. Consultant shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to the third party without the prior express approval in writing of IREL which it shall do at its discretion. However, in event of that all legal/contractual obligations shall be binding on Consultant only.

6.12. ARTICLE 12.0: INDUSTRIAL AND INTELLECTUAL PROPERTY

6.12.1. In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names or other protected rights and shall keep IREL harmless and indemnify IREL from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.

6.12.2. All documents, report, Information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to IREL will be property of IREL.

6.12.3. Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by IREL for carrying out of any services with any third parties.

6.12.4. Consultant shall not without the prior written consent of IREL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

6.13. ARTICLE13.0: LIABILITIES

6.13.1. Without prejudice to any express provision in the contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.

6.13.2. Consultant shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract.

6.13.3. The amount of liability will be limited to 10% of the contract value.

6.14. ARTICLE14.0: TERMINATION OF CONTRACT

6.14.1. Termination for Default

IREL reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of CONTRACT, by giving one month notice if Consultant fails to perform any obligation(s) under the CONTRACT and if Consultant, does not cure his failure within a period of 30 days (or such longer period as IREL may authorize in writing) after receipt of the default notice from IREL.

6.14.2. Termination for Insolvency

IREL may at any time terminate the CONTRACT by giving written notice without compensation to Consultant, if Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IREL.

6.14.3. Termination for convenience

IREL may by written notice sent to consultant, terminate the contract, in whole or part, at anytime for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by IREL till the date upon which such termination becomes effective.

6.15. ARTICLE15.0: MODIFICATION

6.15.1. Any modification of or addition to the contract shall not be binding unless made in writing and agreed by both the parties.

6.16. ARTICLE16.0: CONTRACT/AGREEMENT

6.16.1. The notification of award along with agreement on non judicial stamp paper of appropriate value as per Performa (Annexure- I) within 10 days from the date of receipt of LOI, the cost of stamp paper is to be borne by Consultant, and its enclosures shall constitute the contract between the parties and supersedes all other prior agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

6.17. ARTICLE17.0: FORCE MAJEURE

- 6.17.1. Force majeure is an event beyond the control of Consultant and not involving the Consultant's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser/Consultant either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes or any other event which IREL may deem fit to consider so. The decision about force majeure shall rest with IREL which shall be final and binding.
- 6.17.2. If there is delay in performance or other failures by the Consultant to perform obligations under its contract due to event of a Force Majeure, the Service Provider shall not be held responsible for such delays/failures.
- 6.17.3. 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 IREL in writing, the Service Provider shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 6.17.4. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding 120 days, IREL may at its option terminate the contract without any financial repercussion on either side.

6.18. ARTICLE18.0: RECTIFICATION PERIOD

- 6.18.1. All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract.
- 6.18.2. No deviation from such conditions shall be made without IREL's agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Consultant pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by IREL) are guaranteed to be of the best quality of their respective kinds.
- 6.18.3. Consultant shall rectify at his own cost any mistake in assumption of any data in the study or use of wrong data or faulty study observed within twelve months of the acceptance of his report and will submit the rectified report incorporating the changes wherever applicable within 30days of observance of mistake.

6.19. ARTICLE 19.0: SUB CONTRACT

- 6.19.1. Any sub contract to be made by the CONSULTANT relating to the services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by IREL. Upon the request of IREL, the consultant shall submit for IREL's prior approval, the terms of reference or any amendment thereof for such sub contractor's SERVICES. Notwithstanding such approval, the consultant shall remain fully responsible for the performance of services under the CONTRACT.

6.20. ARTICLE 20.0: NOTICES

- 6.20.1. Any notice given by one party to the other pursuant to the CONTRACT shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.
- 6.20.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

6.21. ARTICLE 21.0: ACQUISITION OF DATA

- 6.21.1. If required, CONSULTANT shall be responsible for carrying out any surveys and acquisition of all data from necessary sources. IREL, if requested in writing by CONSULTANT, may assist the consultant in the said acquisition by way of issue of recommendatory letters only. All requisite clearances, co-ordination, fees, charges, etc. and compliance to the local laws required for completion of the job shall be the responsibility of the CONSULTANT.

6.22. ARTICLE 21.0: RESOLUTION OF DISPUTES / ARBITRATION

- 6.22.1. IREL and the CONSULTANT 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.
- 6.22.2. If, after thirty days from the commencement of such informal, good faith negotiations, the IREL and the CONSULTANT 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.



6.23. ARBITRATION:

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

6.24 ARTICLE 22.0: LEGAL CONSTRUCTION

- 6.23.7. Subject to the provisions of this Article, the Contract shall be, in all respects, constructed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at _____.

6.25 Contract Agreement Form

AGREEMENT for “_”(here in after called the "Job") made on _____ day of, 20 _____ between M/s _____, here in after called the "CONSULTANT"(which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the IREL (India) Limited hereinafter called "IREL"(which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

IREL being desirous of having provided for execution of certain work mentioned, enumerated or referred to in the LOI including Completion Schedule of job has called for proposal.

The CONSULTANT has examined the Job specified in TENDER of IREL and has satisfied himself by careful examination before submitting his proposal as to the nature of the Job and local conditions, the nature and magnitude of the Job, the availability of man power and materials necessary for the execution of Job and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in LOI or having any connection there with and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference's to or with the execution and completion of the Job to be carried out under the Agreement, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the completion of the Job and which might have included him in making his proposal.



The LOI including Completion Schedule of Job and Letter of Acceptance of proposal form part of this Agreement though separately set out here in and are included in the expression Agreement wherever here in used.

AND WHEREAS

IREL accepted the bid of the CONSULTANT for the provision and the execution of the said Job at the values stated in bid and finally approved by IREL upon the terms and subject to the conditions of Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HERE BY AGREED AND DECLARED AS FOLLOWS:

In consideration of the payment to be made to the CONSULTANT for the Job to be executed by him the CONTRACTOR here by covenants with IREL that the CONSULTANT shall and will duly provide, execute and complete the said Job and shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.

In consideration of the due provision execution and completion of the said Job, IREL does here by agree with the Agreement that IREL will pay to the CONSULTANT the respective amounts for the Job actually done by him and approved by IREL at the amount specified in this LOA, such payment to be made at such time in such manner as provided for in the Agreement and LOA.
In witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for
for and on behalf of

Signed and Delivered
and on behalf of

M/s IREL(India)Limited

M/s _____

Date : _____

Date: _____

Place: _____

Place: : _____

IN PRESENCE OF TWO WITNESSES

1.

1.

2.

2.

6.26. ENVIRONMENT

1. IREL acknowledges their commitment to conduct their respective operations in a manner which not only complies with all relevant environmental protection and pollution control legislation but also such operations do not cause environmental damage or pollution and in a manner which acknowledges other cultural and associated considerations. In recognition of this commitment, the Service Provider shall perform the services in such a way as to avoid or minimize environmental damage or pollution and fully recognize the special aspects of the environment as communicated by Employer or as applicable. Service Provider shall comply with, and the Service Provider shall ensure compliance with all applicable environmental protection and pollution control legislation as it relates to the services.
2. In case of supply of items or items brought to IREL premises for works, the packaging shall be done with suitable environmental friendly /bio-degradable material to the possible extent. Further, it is the responsibility of the contractor to dispose of all packing materials of items brought inside IREL premises for carrying out the work, as per the direction of Engineer/ Officer in-charge concerned.



7. Annexure – 1 to GENERAL CONDITIONS OF CONTRACT

- 7.1 **CORRESPONDENCE:** All correspondence shall be in English and addressed to IREL (India) Limited drawn to the attention of the officer issuing the order, unless otherwise specifically authorized.
- 7.2 **SECURITY REGULATIONS :** The Contractor shall abide by all the security regulations at site promulgated by IREL (India) Limited from time to time. The Contractor shall provide identity badges for all his personnel, which must be properly displayed by them at site.
- 7.3 **JURISDICTION**
The courts within the local limits of whose jurisdiction the place from which the purchase/work order is issued is situated only shall, subject to Arbitration Clause, have jurisdiction to deal with and decide any matter arising out of this contract. In the event of disputes same will be subject to exclusive jurisdiction of Court of Kollam, Kerala.
- 7.4 **NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:**
The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of tender, even though IREL (India) Limited may elect to withdraw the invitation to tender.
- 7.5 **RELATED PARTY:**
Bids submitted by related parties in which there seems to be collusion are liable to be rejected. Parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the other party in making financial and /or operating decision.
- 7.6 **Quantities:** The quantities indicated in the Tender are indicative and IREL is not obligated to place order for the full quantities. Bidders shall be willing to accept and execute order at their quoted rates / as agreed upon by IREL.
- 7.7 **CANCELLATION**
IREL (India) Limited reserves the right to cancel the Purchase/work/service/consultancy Order or any part thereof and shall be entitled to rescind the contract wholly or in part in a written notice to successful tenderer if;
 - Successful tenderer fails to comply with the terms of the purchase/work/service/consultancy order.
 - Successful tenderer fails to convey written acceptance of the Order within 15 days of receipt at their end.
 - Successful tenderer fails to deliver goods on time and / or to replace the rejected goods promptly.
 - Successful tenderer becomes bankrupt or goes into liquidation.
 - Successful tenderer make a general assignment for the benefit of creditors and a receiver is appointed for any of the property owned by successful tenderer fails.

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

- 7.8 **Benefits to Micro and Small Enterprise(MSE)s:**
Micro & Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) are eligible for the following benefits:
Issue of tender document free of cost
Exemption from payment of Earnest Money Deposit
Price preference up to 15%.
Relaxation of prior experience / prior turnover criteria, subject to meeting of quality and technical specifications.
In case MSE participates in the TReDS Platform, they stand to get benefits. Visit <https://www.rxl.in/Home/Index> for more info.
Note: Refer The Gazette of India: Extraordinary Part II, Section 3 (ii) for new definition of MSME status, which is effective 01.07.2020.
In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of the requirement after they bring down their price to L1 price, in a situation where L1 price is from someone other than a Micro and Small Enterprise. Such Micro and Small Enterprise shall be allowed to supply at least 25% of total tendered value or as per existing MSE rules in force.
In case of more than one MSE coming in the price band of L1+15%, the quantity allotted to MSEs shall be shared in equal proportion among such MSEs, provided all of them bring down their price to L1 price.
Within this (Twenty Five Percent) quantity, a purchase preference of four (4) per cent is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price). However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSEs

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

The above benefits available to MSE bidders shall be provided only to those MSE bidders who submit Udyog Aadhaar Memorandum or certificate issued by NSIC/DIC/KVIC/KVIB/Coir Board/ Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME and upload the same in CPP (Central Public Procurement) Portal.



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

- 7.8.1 In case of any discrepancy in the Tender terms and conditions, the uploaded Tender terms and conditions shall be final.
- 7.8.2 In case of exigencies, IREL reserves right to release the repeat order with the same terms and conditions and at the rate agreed upon(after discount if any) , after considering additional business. The party shall be ready to accept and execute such repeat order.
- 7.8.3 TReDS :TReDS is an electronic platform for facilitating the financing / discounting of trade receivables of Micro, Small and Medium Enterprises (MSMEs) through multiple financiers. These receivables can be due from corporates and other buyers, including Government Departments and Public Sector Undertakings (PSUs). Sellers, buyers and financiers are the participants on a TReDS platform. Only MSMEs can participate as sellers in TReDS. MSME need to register themselves in TReDS Platform. On completion of Registration, IREL reserve right to establish buyer-seller relation in TReDS Platform.
- 7.8.4 After delivery of material/ service completion, Sellers intending to avail bill discounting facility need to upload two copies of Invoice as per GST Rules, Bill of exchange for payable amount of bill as per payment milestone, Stores receipt voucher duly authenticated by IREL (in case of supply)/ Service acceptance letter duly authenticated by IREL (in case of service) . IREL shall provide acceptance of Bill in the Portal based on contractual payment terms after deduction of tax deducted at source as per Income Tax act, GST Rules and imposition of Liquidated damages, if applicable. Seller shall agrees to bear charges for bill discounting and processing fee. Seller thereafter can avail bill discounting facility from financier. Payment from IREL shall be made to such financier.
- 7.8.5 IREL (India) Limited is onboard with TReDS platform of M/s RXIL for facilitating Bill Discounting for MSME's.
- 7.8.6 As per DPE/7(4)/2007-Fin dt 21/08/2020 , it is mandatory to get all the MSME vendors registered on the platform.
- 7.8.7 Vendors can get themselves registered at: <https://onboarding.rxil.in/customerapp/home>.
- 7.8.8 The registration fees of MSMEs on TReDS Platform is Free of Cost as per the new guidelines provided by SIDBI.
- 7.8.9 The registration fees of MSMEs on TReDS Platform is Free of Cost as per the new guidelines provided by SIDBI.

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

IREL(India) Limited Unit Administrator Mr Usha Nandhini +91-476-2680701 Ext-304 email : usha.nandhini@irel.co.in
IREL(India) Limited Nodal Officer Mr K.V Ramakrishna : +91 81049 97177 email: kvramakrishna@irel.co.in

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

- 7.8.10 Should any conditions in the General Conditions of Contract be contrary to the Special Conditions of the Contract, such Special Conditions of Contract shall prevail.
 - 7.8.11 In case of any discrepancy in the Tender terms and conditions, the uploaded Tender terms and conditions shall be final.
 - 7.8.12 In case of exigencies, IREL reserves right to release the repeat order with the same terms and conditions and at the rate agreed upon(after discount if any) , after considering additional business. The party shall be ready to accept and execute such repeat order.
- 7.9 **Details of contact person for this tender are given in SCOC, clause no. 15.7**

8 Annexure II of GCOC -- Safety Provisions

8.1 **GENERAL**

- 8.1.1 For the purpose of this GENERAL SAFETY CODE, the term 'Contractor' shall include 'Supervisor' deputed by the contractor for site supervision as well as all personnel deputed by contractor to the site.
- 8.1.2 Contractor, Supervisor and personnel shall follow the safety regulations under all applicable Acts of Indian Parliament and Indian standards.
- 8.1.3 Contractor, Supervisor and all personnel shall wear Identity Cards on their persons. These Identity cards shall be issued by the contractor and shall bear name, signature and date of the Contractor.
- 8.1.4 Names of Supervisors and all personnel deputed by the Contractor complete with qualification, age and postal address shall be declared by the Contractor before engagement of such personnel.
- 8.1.5 All supervisors and personnel shall undergo a Safety Orientation Training (SOT) imparted by the Safety Department before being engaged in work. The Contractor and Supervisors shall write to Engineer –in-charge to ensure refresher training from Safety Department before the expiry of the date of validity of SOT. EIC shall ensure that a copy of "SAFETY GUIDE" for IREL Chavara is issued to the contractor before commencement of work.
- 8.1.6 The work area and the approach ways shall be cleaned before and after work every day for five minutes. The work areas shall be maintained in a neat and clean manner throughout the working hours. No cluttering shall be allowed which is a risk for any one walking in the area. A neat and clean area contributes largely to safety.
- 8.1.7 First aid kits as advised by IREL Medical Department shall be maintained at the work site by the Contractor/ Supervisor.
- 8.1.8 Contractor/ Supervisor shall take all measures at the work site to protect the public from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to be liable to pay such persons claims as per law.
- 8.1.9 All necessary personnel safety equipment such as safety helmets, safety shoes, double life line safety belts, gloves, safety goggles, face masks, etc. as considered adequate by Engineer-In-Charge (EIC) or safety officers of IREL shall be kept available for the use for persons employed at the site of work and maintained in a condition suitable for immediate use. The Contractor/ Supervisor shall take all steps to ensure proper use of equipment by the workers. The contractor shall provide safety shoes to all its employees deployed at site. In case of an accident resulting in any rest of disability to the workmen the same should be immediately reported to the safety officer/ Engineer-in-charge.
- 8.1.10 Before commencing field work the contractor shall submit a HIRA (Hazard Identification and Risk Analysis) for works requiring Class-1 or electrical safety permits, complete with Control Measures, to the EIC for his review and approval.

8.2 **ELECTRICAL ENGINEERING ASPECTS**

- 8.2.1 Adequate precautions shall be taken to prevent danger from electrical equipment.
- 8.2.2 Isolator shall be kept in OFF position when personnel are working on concerned circuits.
- 8.2.3 Fuses shall be removed when personnel are working on concerned circuits.
- 8.2.4 "MEN AT WORK" boards are put on the feeder when personnel are working on concerned circuits.
- 8.2.5 All portable tools are supplied through ELCB
- 8.2.6 Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards.
- 8.2.7 Hoisting appliances to be provided with means to reduce to the minimum the risk of any part of suspended load becoming accidentally displaced.
- 8.2.8 8. "V- Belts shall not be used for any lifting purposes.
- 8.2.9 9. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary shall be provided.
- 8.2.10 The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- 8.2.11 No work shall be done on live electrical parts under rain or in wet clothes.

8.3 **MECHANICAL ENGINEERING ASPECTS**

- 8.3.1 Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the Indian Standards.
- 8.3.2 Hoisting machines and tackle including their attachments, anchorage and support shall be of good mechanical construction, sound material and adequate strength and free from visible defect and shall be kept in good repair and in good working order.
- 8.3.3 Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
- 8.3.4 V-Belts shall not be used for any lifting purposes.
- 8.3.5 Every crane drive or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting including any scaffolding which or give signals to operator.
- 8.3.6 In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load expect for the purpose of testing.
- 8.3.7 In case of departmental machines, the safe working load shall be notified by the company. As regards your machines, you shall notify the safe working load of the machine to the Company whenever you bring any machinery to site of work and get it verified by the company.
- 9.3.8 Hoisting appliances should be provided with such means as will reduce to the minimum the risk of any part of suspended load becoming accidentally displaced.



9 IREL Bank Details for money transfer through RTGS/NEFT

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

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

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

10 REGISTRATION DETAILS

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

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

In case MSE participates in the TReDS Platform, they stand to get benefits. Visit <https://www.rxil.in/Home/Index> for more info.

Note: The contractor shall furnish

1. Self-certified copy of PAN card.
2. Self-certified copy of GST registration certificate (if any) before the commencement of the work.
3. In case the supplier is not having GST registration certificate, supplier is required to declare the same.

Note:

Page No. 4 (containing 'Undertaking' and 'Declaration') and Page No. 14 (containing 'Bank/Remittance Details' and 'Registration Details') shall be filled in, signed, seal-affixed and submitted along with the bid.



11 Bid Security Declaration Form

Tender No.

Date:

To,

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

I/we declare as follows:

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

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

- a) have withdrawn/ modified / amended / impaired / derogated from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity(i) failed or refused to execute the contract, as required, or (ii) failed or refused to furnish the performance security, in accordance with the 'Instructions to Bidders'.

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

Signed:

Name:

Address:

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

Corporate seal (where appropriate)

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

12 Other Conditions

12.1 Earnest Money Deposit (EMD) to IREL (Applicable for Public Tenders with estimate higher than Rs.5,00,000/-)

12.1.1 Earnest Money Deposit shall be made by Demand Draft / Banker's Cheque / BG (from Scheduled Bank as per format given) in favour of IREL, Chavara and proof of same shall be submitted along with offer. Bank charges are to be borne by the bidder.

Bidders eligible for exemption of EMD shall submit, along with the offer, valid MSME certificate or UdhogAadhaar Memorandum (UAM) document and proof of uploading of details in CPP (Central Public Procurement) Portal. Government Bodies/Public Sector Undertakings are exempted from payment of EMD. Note: Refer The Gazette of India: Extraordinary Part II, Section 3 (ii) for new definition of MSME status, which is effective 01.07.2020.

12.1.2 No interest shall be paid on EMD. EMD shall be dealt with as follows:

- EMD shall be returned to unsuccessful bidder after finalisation of order, but not later than 30 days of finalisation of order.
- In case of successful bidder it shall be adjusted as a part of Security Deposit (SD).

12.1.3 The EMD shall be forfeited if:

- The bid is revoked during its validity period.
- The bidder changes the terms and conditions or prices or withdraws his quotation subsequent to the date of opening.
- The bidder fails to accept the order when placed or fails to commence work after accepting the order.
- The bidder submits false/fabricated documents.
- The bidder fails to submit SD as stipulated in the tender.

12.2 SECURITY DEPOSIT (SD) to IREL (Applicable for Work Orders with total order value higher than Rs.5,00,000/-)

12.2.1 The successful tenderer shall furnish a SD amounting to 5 % of the contract value within 14 days of receipt of order in the form of Insurance surety bonds, Account payee demand draft, fixed deposit receipt, Banker's cheque or bank guarantee from any of the commercial bank or payment online in an acceptable form, safeguarding the purchaser's interest in all respect

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

12.2.3 The SD will be refunded on application by the contractor after satisfactory completion of the entire contract and after he has discharged off all his obligations under the contract and on production of "No Objection certificate" form the Engineer in Charge.

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

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

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

12.3 PAYMENT TERMS

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

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

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

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

12.4 SUBMISSION OF INVOICES

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

12.5 TENDER SUBMISSION:



- 12.5.1 The Tender shall be submitted online only as per the following:
12.5.2 Prices quoted in the tender shall be firm and valid for 120 days from the date of opening.

12.6 VALIDITY OF BID

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

12.7 ACCEPTANCE OF TENDER

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

12.8 AMENDMENTS

- 12.8.1 At any time prior to the last date for submission of bids, **IREL reserves the right to amend and modify the tender document** and the same may be intimated accordingly.
12.8.2 The amendment so carried out shall form part of the main tender and shall be binding upon the Tenderers. IREL (India) Limited may at their discretion, extend the last date for submission of bids, to enable bidders to have reasonable time to submit their bid after taking into consideration such amendments.

12.9 Submission of Bid Security / Performance Security:

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



13. Planning and Designing in purview of Vulnerability Atlas of India

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

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods, thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

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

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

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



14. निविदा अनुसूची/ SCHEDULE OF TENDER (SOT)

SI No	Particulars	
14.1	Name of Work	Inclusion of multiple Performance Appraisal Reports (PARs) for executives in E7 –E8 cadre and Performance Appraisal System for new cadre of employees (Non Unionized Supervisor - S1-S8) in OPAMS
14.2	Type of Tender	Proprietary Tender
14.3	Estimated Contract Value including Taxes	Rs.2,36,000/-(Incl.GST)
14.4	Tender No.	IREL/Chavara/23-24/
14.5	Mode of Tender	e-Procurement System (Online Part I- Techno Commercial Bid and Part II- Price Bid through www.mstcecommerce.com/eprochome/irel of MSTC Ltd.)
14.6	Transaction Fee	Rs.1180/- (Rupees One thousand one hundred eightyonly) Including @ 18% GSTor as per MSTC site.
14.7	Last date of submission of Transaction fee through RTGS in favour of MSTC Limited, Kolkata.	Three working days before the last date of closing of online bidding for the e-tender.
14.8	Start Bid date and Time	11.07.2023 at 3.00 Hrs
14.9	Close Bid date and Time	21.07.2023 at 2.30 Hrs
14.10	View Tender Time	11.07.2023 at 3.30 Hrs
14.11	Date of Pre-Bid Start Time	NIL
14.12	Date & time of opening of tender	21.07.2023 at 3.00 Hrs
14.13	Tender Cost to IREL (India) Limited	Nil
14.14	Earnest Money Deposit to IREL (India) Limited	Nil
14.15	Qualification criteria of Bidders. Proprietary tender from the original developer OPAMS software.	
14.16	Security Deposit	As per Clause 12.2
14.17	Period of contract	As per Clause 15.3
14.18	Schedule of payment:	As per Clause 15.4
14.19	L.D	As per Clause 6.10

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

उमप्र -तकनीकी (खरीद और स्टोर)/DGM -Technical(Purchase & Stores)

15. विदा की विशेष शर्त /SPECIAL CONDITIONS OF CONTRACT

- 15.1 **Scope:** Design, development of web based appraisal form for NUS cadre, hosting and management in secured server for the On line performance appraisal management system making necessary changes to the coding, incorporating changes wrt transfers, promotions etc, troubleshoot issues faced during appraisals, debug and upgrade, gather and evaluate feedback and testing, deployment of upgrades developed, periodic backup, report generation and configuration with encompass employee login for self appraisal and performance appraisal, creation and mapping of appraisals for S1-S8, Reporting and reviewing officer authorities, Performance Appraisal reports (PAR) and multiple of PAR mappings, creation of database tables, procedures and mappings, reports, testing (Local, UAT and Go-Live testing). And integration of Multiple PAR reports for E&-E8 cadre executives.
- 15.2 **Other terms and conditions**
- 15.2.1 The software should facilitate report generation from the on-line performance appraisal system.
 - 15.2.2 The contractor shall arrange cloud based hosting in a secured server and manage throughout the contract period. The administrative privileges and the rights of the domain, SSL, email accounts and the secured cloud servers shall be with IREL.
 - 15.2.3 IREL executives shall be able to access the application 24X7 through internet as per the given permission and the web site shall be accessible at required speed for concurrent usage.
 - 15.2.4 The developed web site shall have protection from all type of cyber threats.
 - 15.2.5 SMS gateway account details will be provided by IREL, Chavara.
 - 15.2.6 The contractor shall be responsible for all hosting and management activity.
 - 15.2.7 The contractor shall ensure data security while developing, hosting, updating and modification of software.
 - 15.2.8 The proposed web site should be mobile responsive.
 - 15.2.9 The software shall be licensed to IREL, source code and database of the software shall be handed over to IREL once implemented / after each modification.
 - 15.2.10 The contractor shall provide 24 X 7 supports on web site, data base assistance and Hosting space during the warranty period.
 - 15.2.11 The contractor shall ensure no advertisements in the web site.
 - 15.2.12 The loading time of the web site should be minimized to 1.5-5 seconds.
 - 15.2.13 The proposed software shall be a browser independent web application.
 - 15.2.14 The contractor shall execute the agreement for the secrecy of data and content of the web application.
 - 15.2.15 The contractor should keep the confidentiality of all the data.
 - 15.2.16 Codification, installation, implementation, hosting and functioning of the software shall be inline with the IREL security policies. If there is any type of security deviation, the contractor shall be responsible for rectifying the security issues.
 - 15.2.17 The contractor shall execute a secrecy agreement as per format.
 - 15.2.18 The Application Software and hosting space shall have three years comprehensive warranty from the contractor.
 - 15.2.19 During the warranty period, the contractor shall carry out any minor modifications in the application and data base at free of cost.
 - 15.2.20 The contractor shall fix all bugs in software, data base and hosted server within 24 HRS without any extra charges.
 - 15.2.21 The modifications pertaining to transfers, change in PAR etc. also shall be done without any cost.
 - 15.2.22 The contractor shall ensure the proper management in the entire warranty period for the data base and cloud hosting space, domain, SSL certificate, email, etc.
 - 15.2.23 The contractor shall ensure continued operation of the application software throughout the warranty period without any interruption.
 - 15.2.24 Any new module which is not specified in this scope of work shall be done on a chargeable basis.
 - 15.2.25 The bidder shall provide 24 X 7 support on web site and hosting server and ensure the smooth functioning of the application and software. A



- 15.2.26 All expenses in connection with license fees for application development software and updation shall be borne by the contractor.
- 15.2.27 The warranty shall cover all free updation of all the modules including report forms during the period of warranty.
- 15.2.28 The bidder shall ensure prompt after sales service support and shall attend / rectify our service requests promptly against our service requests.
- 15.2.29 The contractor shall mention the mode of registration of complaints and the local contact details for registering the complaints.
- 15.2.30 The contractor shall issue a Certificate of Warranty indicating the above requirements.
- 15.2.31 The contractor shall provide monthly up-time report of the web application before 10th of the subsequent month

15.3 **Period of Contract:** 35 days from starting from the commencement of work as instructed by EIC/OIC.

15.4 **Payment Term:**

15.4.1 30days from the date of receipt of invoices.

15.4.2 As per IREL standard payment terms.

15.5 **Evaluation:**

Evaluation will be done on overall L1 basis (both for Supply and AMC)based on the Price offered as per Price schedule.

15.6 **Award of Contract:**

Order will be awarded to technically and commercially qualified bidder with lowest price on overall L1 basis.

15.7 **Contact persons:**

	Name	Telephone	Email.id
1	Deeptish Sahoo	9544724371	mis-ch@irel.co.in
2	K.Sureshkumar,DGM-Tech(P&S)	9447391541	purchase-ch@irel.co.in

कृतेआईआरईएल(इंडिया)लिमिटेड / For IREL (India) Limited

उमप्र- तकनीकी (खरीद और स्टोर)/(DGM Technical(Purchase & Stores)



16. मूल्यअनुसूची/Price Schedule

Lot No	Item	Amount (Rs.)
1	Design, development of web based appraisal form for NUS cadre, hosting and management in secured server for the On line performance appraisal management system making necessary changes to the coding, incorporating changes wrt transfers, promotions etc, troubleshoot issues faced during appraisals, debug and upgrade, gather and evaluate feedback and testing, deployment of upgrades developed, periodic backup, report generation and configuration with encompass employee login for self appraisal and performance appraisal, creation and mapping of appraisals for S1-S8, Reporting and reviewing officer authorities, Performance Appraisal reports (PAR) and multiple of PAR mappings, creation of database tables, procedures and mappings, reports, testing (Local, UAT and Go-Live testing).	a
2	Integration of Multiple PAR reports for E7-E8 executives	

The above amount shall be inclusive of GST as applicable.

Evaluation criteria/Award of contract will be on L1 basis.

Declaration:-

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

Place:

Signature of Bidder

Date:

Name & Full address



17. PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be issued by approved Scheduled Banks)

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

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

We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for entering into an Agreement of contract and that it shall continue to be enforceable till all the dues of the IREL (India) Limited under the terms and conditions of the NIT for the work have been fully paid and its claims satisfied or discharged or till IREL (India) Limited certifies, that the terms and conditions of the NIT have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee. We _____ Bank further agree with the IREL (India) Limited that the IREL (India) Limited shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the NIT and/or terms and conditions governing the contract or to extend the time of validity of the offer from the said tenderer from time to time or to postpone for any time or from time to time any of the power exercisable by the IREL (India) Limited against the said tenderer and to forbear or enforce any of the terms and conditions of the NIT and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the IREL (India) Limited or any indulgence by the IREL (India) Limited to the said tenderer or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us.

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

We _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the IREL (India) Limited in writing. Dated the _____ day of _____, 20-- _____ Bank

(Signature with name in Block letters with designation,

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

Bank's Common seal



18. PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

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

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

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

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

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

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

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

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

We _____ Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of IREL (India) Limited in writing. Dated the _____ day of _____ 20-- _____ Bank

(Signature with name in Block letters with designation,

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

Bank's Common seal