

1. निविदा निर्धारण घोषणा के साथ /Tender specifications including declaration



Outsourcing of Security personnel

आईआरईएल(इंडिया)लिमिटेड/ **IREL (India) Limited**
(Formerly Indian Rare Earths Limited)
(भारत सरकार का उपक्रम/A Government of India Undertaking)
चवरा, कोल्लम, केरल /**CHAVARA, KOLLAM, KERALA 691 583**
CIN: U15100MH1950GOI008187
GSTIN: 32AAACI2799F1ZN

नोट /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.

बिड्डर का हस्ताक्षर

Signature of the Bidder

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3. निविदा एवं अन्य व्यवसाय व्यवहार में एथिक्स / ETHICS IN TENDERING & OTHER BUSINESS DEALINGS

प्रिय महोदय/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 a ethical, rational & impartial manner with good Corporate governance.

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

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

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

सधन्यवाद / Thanking you,

कृते आईआरईएल(इंडिया) लिमिटेड
For IREL (India) Limited

उ म प्र(वाणिज्य)/
DGM(Commercial)

तारीख / Date:

4. वचन / UNDERTAKING

तारीख /Date:

को/To

M/s.IREL (India) Limited

I/We am/are a Vendor/Customer of IREL (India) Limited (hereinafter referred to 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 691 583.
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.

हस्ताक्षर/Signature:

नाम/Name:

नाम/Title:

कंपनी का नाम एवं पता (मोहर के साथ)/Name of the Firm & Address (with seal):

5. घोषणापत्र / 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.

निविदाकार का हस्ताक्षर
Signature of the tenderer:

पूरा पता /Full address:

स्थान/Place:

तारीख/Date:

बिड्डर का हस्ताक्षर

Signature of the Bidder

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6 निविदा निमंत्रण /INVITATION TO TENDER

- 6.1 IREL (India) Limited, a Govt. of India Undertaking under the administrative control of Department of Atomic Energy, Govt. of India, herein after referred to as "IREL (India) Limited" invites tenders from experienced contractors for the subject work as detailed in this tender form.
- 6.2 The copy of tender in sealed envelope shall be addressed to DGM (Commercial), IREL (India) Limited, Chavara Plant, Chavara-691 583, Kollam District, Kerala, with the Name of work, Tender number, Due date of opening of bids and Name of the bidder superscribed on the envelope. The tender shall be either despatched by REGISTERED POST so as to reach us before the due date and time of submission of bid or dropped in the tender box kept in our office on or before the due date and time.
- 6.3 Tenderers can also use tender forms downloaded from the website <https://eprocure.gov.in/cppp/or irel.co.in> for submission of offers. In case the Tender Document is to be obtained from our Office, Tender Document Cost (TDC), as applicable, shall be paid by way of DD and proof of the payment (or the Financial Instrument itself) shall be submitted along with the bid; otherwise the offer is liable to be rejected. MSMEs are exempted from payment of TDC, subject to submission of copy of their valid registration certificate.
- 6.4 Amendments, if any, to the Terms and Conditions of the Tender will be notified only through the above websites. Tenderers are advised to visit the websites regularly to update themselves of modifications to the tender, if any. IREL (India) Limited will be absolved from all responsibilities arising out of non-fulfilment of the above by the tenderer.
- 6.5 Tenders shall be submitted in one large sealed envelope with the Name of work, Tender number, Due date of opening of bids and Name of the bidder super scribed on the envelope.
- 6.6 The bids will be opened at the due date and time specified in the tender at the Administrative Block of IREL (India) Limited, Chavara in the presence of bidders or their authorised representatives present, if any.
- 6.7 The bids will be opened at the due date and time specified in the tender even if no bidder or authorised representative is present.
- 6.8 If the dates stipulated for the sale of tender form / receipt of tender form / opening of tender falls on a holiday, they would be deemed to fall on the next working day.
- 6.9 Unless otherwise specified by the bidder, the prices quoted shall be assumed to be in Indian Rupees.
- 6.10 While opening the tenders, the total quoted value of each tender only will be made known to the bidders who are present at that time.
- 6.11 Firms, companies or corporate bodies submitting tender shall attach with the tender a duly certified copy of authority of the person signing the tender to bind the firm / company /corporate body towards fulfilling the contractual obligations.
- 6.12 The company will not accept any responsibility for delay/loss or non-receipt of tender documents by post.
- 6.13 The tender form issued by this office shall accompany each offer. Every page of the tender form and drawing sattached, if any, should be signed by the tenderer and it would be deemed to be an integral part of the contract document. The tender document is not transferable.
- 6.14 It is suggested that the tenderer visit the site and ascertain all conditions and information pertaining to the work, issues related to engagement of the local labour, if any, etc. prior to the preparation of the tender.
- 6.15 The tenderer shall study the specifications and be thoroughly satisfied regarding the workability of the contract and shall take full responsibility for satisfactory execution of the work.
- 6.16 The tenderer shall quote his rate only in the Price Schedule attached to the Tender.

7. अनुबंध की सामान्य शर्तें / GENERAL CONDITIONS OF CONTRACT

7.1. शर्त का अर्थ /Definition of Terms:

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

7.1.1 विक्रेता/कंपनी/कॉन्ट्रैक्ट / आईआरईएल(इंडिया) लिमिटेड /Purchaser/Company/Contractee/ IREL (India) Limited

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

7.1.2 संविदाकार / प्रदायक / निविदाकार / बिड्डर Contractor/Supplier/Tenderer/Bidder

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

7.1.3 उप संविदाकार /Sub-contractor

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

7.1.4 संविदा /Contract

Contract shall mean and include the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Drawings, Specifications, Scope of Work, Tender submitted by the Tenderer, including his Price Bid, Performance Guarantee Bond and other Bonds, Letter of Acceptance, Work/Purchase/Service/Consultancy Order and the Contract and any communication having the effect of amendment of the contract, and the contract agreement.

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

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

7.1.7 प्रभारी अधिकारी / प्रभारी अभियंता /Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC)

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

7.1.8 प्रभारी अधिकारी / प्रभारी अभियंता के प्रतिनिधि /Representative of Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC) means any assistant of the officer /Engineer appointed from time to time by IREL (India) Limited to perform the duties of OIC/EIC.

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

7.1.10 निविदा निर्धारण Tender Specification

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

7.1.11 संविदा निर्धारण /Contract Specification

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

7.1.12 इन्टेन्ट पत्र /Letter of Intent (LOI)

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

7.1.13 साइट /Site

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

7.2 प्रभारी अधिकारी / प्रभारी अभियंता /OFFICER-in-CHARGE (OIC)/ENGINEER-in-CHARGE(EIC):

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The Officer/ Engineer-in-Charge shall have authority

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

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

7.3 दस्तावेज - विरोध और व्याख्या **CONFLICT AND INTERPRETATION OF DOCUMENTS:**

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

7.4 मानक /Standards

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

7.5 आदेश और निर्धारण का विवरण /Scope of Order and Specifications

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

7.6 साइट निरीक्षण / Inspection of site

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

7.7 काम और सबलेटिंग / Assignment and Subletting

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

7.8 मूल्य /Prices

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

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

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

7.9 कर, शुल्क /Taxes, duties & levies

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

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

7.10 परिसमापन क्षति /Liquidated Damages (LD)

7.10.1 Where reasons are attributable to supplier / contractor for delays in execution of purchase order/ contract, Liquidated Damages (LD) shall be levied @0.5% per week or part thereof on the value of unfinished supply/work for each week of delay, subject to a maximum of 5% of the total value of contract.

7.10.2 Wherever the supply/work is on turnkey basis or having a bearing on commissioning and performance of the system in total, LD will be imposed on total value of contract.

7.10.3 If, at the time of issuing the original order, separate period of completion is specified for certain item of work or group of items of work, LD can be levied on the total value of item of work or group of items of work which are completed beyond the agreed contract period.

7.11 फोर्स मजबूरे /FORCE MAJEURE:

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

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

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

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

7.12 निष्पादन जांच /Performance test

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

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

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

7.13 पत्राचार /Correspondence

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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.

7.14 कर्मकार दुर्घटना /Accident or Injury to Workmen

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

7.15 सांविधिक और अन्य नियमों का पालन /Compliance with Statutory and Other Regulations

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

7.16 सुरक्षा नियम/ 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.

7.17 विक्रेताओं को काली सूची में रखने की रीति /Method of black listing vendors

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

7.18 गोपनीयता /Secrecy

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

7.19 क्षतिपूर्ति /Indemnity

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

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

7.20 मृत्यु, दिवाला आदि /Death, Bankruptcy, etc.

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

7.21 मध्यस्थता / Arbitration

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

If the Bidder is dissatisfied with the decision of such authorized person, then he may within 30 days of receipt of such decision send a written appeal to IREL (India) Limited, represented by the Chairman and Managing Director at the registered office, Mumbai for Arbitration, in accordance with the provisions of the Arbitration and Conciliation Act and the Rules framed there under from time to time, and for the time being in force. Such written appeals should however specify only those matters in dispute, which have been referred to such authorized person but not satisfied with the decision and the reasons leading to his dissatisfaction.

If the period of 30 days stipulated in the preceding parashas expired at any stage without any response from the Bidder before such expiry, the Bidder is deemed to have communicated his satisfaction to the decision of IREL (India) Limited at the relevant stage and all his rights of further appeal and/or adjudication or as the case may be are deemed to have been waived once and for all. The seat of arbitration will be at Mumbai and only the appropriate Court coming under High Court of Mumbai will have jurisdiction to entertain all matters of litigation to the exclusion of all other courts. The Bidder shall not in any way delay or default or cause to delay or default the carrying out of the works by reason of the fact that any matter has been agreed to be referred to and / or referred to Arbitration. For Global tender this clause may be modified by the competent authority on case to case basis.

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

7.23 निविदा प्रस्तुतीकरण के लिए मुआवजा के लिए अ दावा /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.

7.24 जोखिम क्रय खंड /RISK PURCHASE CLAUSE

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

7.25 संबंधित पार्टी / RELATED PARTY:

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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.

7.26 पेटेंट इनफ्रिन्जमेन्ट एवं इन्टमेनटि /PATENT INFRINGEMENT AND INDEMNITY:

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

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

7.27 रद्दीकरण /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.

7.28 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.

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

8. अनुलग्नक /Annexure to SCOC

8.1 RESPONSIBILITIES OF THE CONTRACTOR

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

8.2 STATUTORY COMPLIANCE UNDER LABOUR & INDUSTRIAL LAW:

8.2.1 Statutory compliances under various Labour Laws:

The Contractor shall be solely responsible to comply with statutory provisions of various labour laws such as Contract Provisions Act, 1952, The Mines Act, 1952 & Central Rules, 1955, The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Employees Compensation Act, 1923, etc. as stated below.

8.2.2 The Employees' Provident Funds & Miscellaneous Provisions Act, 1952.

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

8.2.3 The Contract Labour (Regulation & Abolition) Act, 1970 & Central Rules, 1971.

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

The Contractor shall be responsible to disburse every month the Minimum Wages as notified by the Ministry of Labour, Govt. of India from time to time to the workers engaged by him in the presence of Officer -in-Charge/Authorised Representative of Principal Employer and submit a copy of Register of Wages of the particular month to Officer-in-Charge alongwith the signatures of the Contractor and Officer -in-Charge/Authorised Representative of Principal Employer witnessing the wage disbursement.

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

8.2.4 The Minimum Wages Act, 1948

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

8.2.5 The Employees' Compensation Act, 1923

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

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

8.3 ADHERENCE TO SAFETY & SECURITY REGULATIONS

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

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

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

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

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

9 रोकड़ अंतरण केलिए बैंक विवरण / Bank Details for money transfer through RTGS/NEFT

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

After remittance of the amount, the party has to intimate the following details to M/s. IREL (India) Limited.

UTR No.

Name of the party.

Date of remittance.

Amount remitted.

=====

10 रजिस्ट्रेशन विवरण / REGISTRATION DETAILS

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

Note: The contractor shall furnish

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

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11 PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

WHEREAS on or about the _____ day of _____ M/s _____ (Tenderer's name & address), having its registered office situated at _____ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. _____ dt. _____ with _____ (MK unit/Chavara unit/OSCOM unit/ RED unit/Corporate Office) of M/s.IREL (India) Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhi Vinayak 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 fulfilment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee.

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

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

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

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

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

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

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

Dated the _____ day of _____ 20-- _____ Bank

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

Bank's Common seal

12 वाणिज्य शर्त / COMMERCIAL CONDITIONS

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Signature of the Bidder

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12.1 प्रतिभूति जमा / SECURITY DEPOSIT (SD)

- 12.1.1 Bidder shall submit Security Deposit (SD) amounting to 3% of the total contract value in the form of Demand Draft/ Banker's Cheque/BG to Commercial Department within 15 days of receipt of order.
- 12.1.2 The Security Deposit shall be for the due and faithful performance/execution of the contract and will be subject to the Terms & Conditions finally concluded between the bidder and IREL (India) Limited.
- 12.1.3 The SD will be refunded on the request of the bidder after satisfactory completion of the entire contract and after he has discharged of all his obligations under the contract and on production of "No Objection certificate" from the Officer -in-Charge.
- 12.1.4 If the extent or object of the contract is altered during the execution of the contract in such a way that the contract price changes by more than 10%, then the SD shall be increased or decreased accordingly. However, this does not apply to variation in contract amount due to diesel escalation clauses, if provided in the tender and change in statutory duties & levies.
- 12.1.5 In the event of SD getting reduced by any deductions etc., the supplier shall, within 15 days thereof, make good for equal amount any sum/sums which may have been deducted from his SD.
- 12.1.6 In case of failure on the part of the contractor to perform his part of the contract, the SD will be forfeited without any further notice.

12.2 भुगतान शर्त / PAYMENT TERMS

- 12.2.1 For payments the following documents are to be submitted by the contractor to the EIC.
- Bill
 - Labour License(as applicable)
 - Wage register.
 - Workmen Compensation Policy
 - ESIC (if employees are covered under Workmen Compensation Policy they need not be covered under ESIC and vice versa.)
 - PF-Challan/ECR copy
- 12.2.2 Payment shall be made to the security agency on a **monthly basis** on **pro rata basis** within 30 days of submission of bills and **on actual services provided** is verified & certified by Officer –in –charge .The actual services provided shall be based on the record maintained for record of attendance of the security personnel deployed, duly signed by the Officer –in –charge and the agency in token of acceptance.
- 12.2.3 The security agency will be responsible for payment of salaries, statutory payments, etc. of the security personnel engaged in security work.
- 12.2.4 Authorised attendance of the contracted personnel shall also be reckoned for the purpose of clearing their bill for which copy of the wage & attendance register shall be enclosed.
- 12.2.5 All payments will be subject to deduction of Income tax at source at the prevailing rates of tax as applicable.
- 12.2.6 Payments will be made through e-payment. For facilitating e-payment, the supplier shall provide
- Beneficiary name
 - Account number
 - Name of the bank
 - IFSC Code
 - Nature of account (Saving/ Current/ CC/ OD)
 - Branch Code

12.3 बीजक प्रस्तुतीकरण/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 (India) Limited (32AAACI2799F1ZN) to enable IREL (India) Limited to avail Input Tax Credit.

12.4 निविदा प्रस्तुतीकरण / TENDER SUBMISSION:

The Tender shall be submitted as per the tender conditions.

12.5 बिड मान्यता/VALIDITY OF BID

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Signature of the Bidder

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Tender validity period shall be **45 days** from the date of opening. ~~In the event of Bidder withdrawing his Bid before the expiry of validity period, the EMD shall be forfeited.~~

12.6 निविदा स्वीकृति /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.

12.7 संशोधन/AMENDMENTS

- 12.7.1 At any time prior to the last date for submission of bids, **IREL (India) Limited reserves the right to amend and modify the tender document** and the same may be intimated accordingly.
- 12.7.2 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.

13. निविदा अनुसूची/ SCHEDULE OF TENDER (SOT)

No.	Particulars	
13.1	Name of Work	Deployment of Ex-Servicemen Security Staff
13.2	Type of Tender	Single Tender
13.3	Estimated Contract Value	Rs.229,60,544/- all inclusive
13.4	Tender No.	IREL/Chavara/20-21/T.No.124
13.5	Bid Submission	Offers shall reach IREL (India) Ltd., Chavara - before the due date and time of bid opening - in one large sealed envelope with the <u>Name of work</u> , <u>Tender number</u> , <u>Due date of opening of bids</u> and <u>Name of the bidder</u> superscribed on the envelope.
13.6	Start Bid Date and Time	09.12..2020, 18.30 Hrs.
13.7	Close of Bidding	16.12.2020, 14.30 Hrs.
13.8	View Tender Date and Time	09.12.2020, 18.00 Hrs.
13.9	Opening of Bid	16.12.2020, 15.00 Hrs.
13.10	Tender Document Cost (TDC) to IREL	Nil
13.11	Earnest Money Deposit (EMD) to IREL	Nil
13.12	<u>Qualification Criteria of Bidders:</u> Kerala State Ex-Servicemen Development and Rehabilitation Corporation	
13.13	Security Deposit	As per Clause 12.1
13.14	Period of Contract	As per Clause 14.4
13.15	Schedule of Payment	As per Clause 12.2
13.16	Liquidated Damages	As per Clause 7.10

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

उ म प्र (वाणिज्य) /DGM (Commercial)

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Signature of the Bidder

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14. संविदा की विशेष शर्त /SPECIAL CONDITIONS OF CONTRACT

14.1 काम का विवरण /Scope of Work:

Deployment of 1 ASO/Supervisor and 22 unarmed ex-servicemen security personnel every day for guard duty at our following sites.

Sl. No.	Details of the site	Security personnel	No. of Security personnel to be deployed daily
1	For all below sites	ASO/Supervisor	1
2	Vellanathuruthu mining site	Security Guard	3 (1 in each shift)
3	Yogeeswaran mining site	Security Guard	3 (1 in each shift)
4	Vellanathuruthu Thazchakadavu area	Security Guard	1 for night patrolling
5	Thottappally Harbour area	Security Guard	2 (1 in each "B" and "C" shift)
6	Thottappally Spillway	Security Guard	1 for night patrolling
7	Chavara Plant	Security Guard	4 (1 in each shift and 1 for night patrolling)
8	Chavara (Guest House)	Security Guard	1 for night patrolling
9	Security Towers/Observation Post	Security Guard	3 (1 in each shift)
10	IRERC, Kollam	Security Guard	4 (1 in each shift and 1 at night for rear side patrolling))

14.2 Other Terms & Conditions:

14.2.1 You shall provide unarmed ex-service security in mining sites and shifts as per clause 15.1. the shift timing is as follows;

- (i) A shift : 07.00 hrs to 15.00 hrs
- (ii) B shift: 15.00 hrs to 23.00 hrs.
- (iii) C shift: 23.00 hrs to 07.00 hrs

14.2.2 The agency shall provide whistle, torch, metal detector and breathe analyzer to the security guard on duty.

14.2.3 The security personnel shall have the knowledge of operation / carrying out surveillance on the CCTV installed at IREL (India) Limited premises and its mining areas.

14.2.4 The security personnel must be in proper and neat and tidy uniform with a badge/logo affixed on the uniform indicating the name of the service provider. The security agency shall provide the security personnel with photo identity cards which shall be displayed on the uniforms for identification purpose.

14.2.5 The security personnel deployed shall be able bodied, have good physique, clean antecedents duly verified and be in good health, medically fit.

14.2.6 The deployed personnel shall maintain law and order in the premises. The agency shall ensure that adequate supervision is exercised over the personnel posted on a day to day basis.

14.2.7 If any lapse is reported / noticed on the part of the deployed personnel in providing security services, the agency shall be held responsible and penalized.

14.2.8 The agency shall indicate the PAN /Service Tax Registration / ESI / EPF Numbers and submit the necessary registration certificates in support of the same.

बिड्डर का हस्ताक्षर

Signature of the Bidder
[http://bit.ly/mstcIREL \(India\) Limited](http://bit.ly/mstcIREL (India) Limited)

Deployment of Security personnel
[http://bit.ly/IREL \(India\) Limitedtenders](http://bit.ly/IREL (India) Limitedtenders)

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- 14.2.9** The agency shall be responsible for complying with all statutory requirements in execution of the contract and must abide by all the corresponding rules, regulations, Acts etc.
- 14.2.10** Any change/replacement of the security personnel shall be informed in writing in advance or on the same day (in case of emergency) indicating the name of the security personnel who is being substituted and the name and details of the security personnel who is substituting him.
- 14.2.11** Additional security guard will be provided in event of exigency and other operational requirements as required by IREL (India) Limited, Chavara.
- 14.2.12** If it is found that any property of the IREL (India) Limited is lost/ damaged due to negligence or connivance of the security personnel, the same shall be made good on the depreciated value of the property damaged/ lost from the security provider's bill.
- 14.2.13** The agency shall furnish the names, photographs and addresses and proof of age of the security personnel posted at the IREL, Chavara and also whenever there is any change in security personnel.
- 14.2.14** The Agency shall submit a monthly report of compliance and happenings in the premises to the HOD (HR&A).
- 14.2.15** The security personnel deployed will be deemed for all purposes to be the employees of the Agency and shall have no right/ claim whatsoever for direct recruitment or permanent employment by virtue of their rendering security services on behalf of the Agency at IREL (India) Limited, The agency shall be fully responsible for payment of wages and other dues, and compliance of all labour laws including labour licence applicable to them. The Agency shall pay wages to the security personnel engaged by them for the work as per the Minimum Wages fixed by the Ministry of Labour and Employment, The Security provider shall provide evidence of having paid E.P.F. and E.S.I. contributions and shall file copy of the returns to the appropriate office of E.P.F./ESI in the Govt. of India by virtue of performing security duty on behalf of the Agency.
- 14.2.16** In case the agency failed to deploy security personnel as per the tender conditions, IREL (India) Limited will make alternate arrangement and the cost incurred by IREL (India) Limited for such arrangement will be recovered from the payment due to the agency.
- 14.2.17** The Agency shall quote the rates for security services keeping in mind that nothing extra whatsoever shall be payable unless otherwise specified.

14.3 Duties of the Security Personnel

- 14.3.1** To attend with compliments to distinguished visitors, VIPs and Officers.
- 14.3.2** Check, Control and Restrict entries to Staff/ Workers/ and others by valid passes or searching if required and movement of incoming/outgoing materials and time keeping thereby preventing thefts of the materials/ properties of the IREL (India) Limited.
- 14.3.3** Maintain strict security of Men, Material and Premises. The security will be entirely responsible for any thefts of material.
- 14.3.4** The security personnel will stand by the management during emergency like Gherao, Picketing, strike, etc. and Security of IREL (India) Limited and its staff from any assaults whatsoever.
- 14.3.5** Not to leave the place of duty under any circumstances until and unless properly relieved, signing and handing over/ taking over Register, etc.

- 14.3.6 In case of fire, the security Guard will immediately alert the Staff on duty and assist in Fire Fighting Operations and also inform the IREL Fire- in- charge. In case of Fire accident before or after office hours, the personnel shall inform the nearest Fire Station and the shift in charge and the control room at the IREL, Chavara.
- 14.3.7 The security guard must watch that there is no unidentified/ unclaimed / suspicious objects/ persons in the building/ premises.
- 14.3.8 The security personnel shall ensure that the main doors are locked at the close of the Administrative office.
- 14.3.9 The names of the security personnel shall always be displayed by them on their uniforms for identification purpose.
- 14.3.10 The Agency shall arrange for surprise checks (during day and night) to check the alertness and attentiveness of the security personnel and sign on the attendance register in support of the checks made by him.
- 14.3.11 The security personnel shall at all times comply with all directions and instructions of the Head, IREL (India) Limited. Non-compliance of instructions can lead to termination of contract.

14.4 ठेकावधि /Period of Contract:

- 14.4.1 Period of contract is 2 years from 23.01.2021 with provision to extend the contract for another 2 years based on the satisfactory performance at same terms and conditions.
- 14.4.2 The Company reserves the right to terminate the contract without assigning any reason by giving two weeks' notice and no claim for any loss or damage or compensation for such termination of contract shall be payable by the Company or maintainable against the Company.
- 14.5 संपर्क व्यक्ति / **Contact Persons:**
Ajith C.S., SM (Security), Phone No. 0476-2680701, e-mail: hrm-ch@irel.co.in

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

उ म प्र (वाणिज्य) /DGM (Commercial)

15 मूल्य अनुसूची / PRICE SCHEDULE:

Party has to attach the price quotation based on the latest basic wages of Ex-Servicemen Security Staff published by the Directorate General of Resettlement (DGR), Ministry of Defence, Govt. of India.

Payment for a particular month will be made based on the prevailing basic wages of Ex-Servicemen Security Staff published by the Directorate General of Resettlement (DGR), Ministry of Defence, Govt. of India.

घोषणा /DECLARATION:

1. I/We have fully read and understood and completely satisfied myself/ourselves of the conditions set forth under the tender and accept the responsibility to execute the order in full at the rates quoted by me/us.
2. I/We have studied the site situation & requirements and held discussions with all concerned regarding the Terms & Conditions of the tender and the rate quoted above by me/us is after taking into consideration all aspects thereof.

स्थान/Place	:	हस्ताक्षर/Signature	:
तारीख	:	नाम एवं पूरा पता	:
Date	:	Name & Full Address	: