

## Hiring of agency for Housekeeping activities



### **IREL (India) Limited**

**(A Government of India Undertaking)**

Plot No., 1207, Veer Savarkar Marg, ECIL Building,  
Prabhadevi, Mumbai-400028,  
Tel No : 24220230/24211630  
Fax : 24220236, Website: [www.irel.co.in](http://www.irel.co.in)

**CIN No. U15100MH1950GOI008187**

### **Schedule of Tender**

1	Name of the work	Hiring of agency for Housekeeping activities at its offices located in Prabhadevi and Worli locations in Mumbai for a period of one year
2	Type of Tender	Open Tender through GeM, Single Stage Two Bid System Two cover System
3	Tendering Mode: GEM Portal	Public tender (Two cover System) <input type="checkbox"/> Pre-Qualification Bid <input type="checkbox"/> Financial Bid
4	Cost of Tender document	NIL
5	Earnest Money Deposit (EMD)	Rs. 43,614/-
6	Start date of downloading of Tender document	18.05.2024
7	Date of closing of online Tender submission	08.06.2024, 15.00 Hrs
8	Date & Time of opening of bid	08.06.2024, 15.30 Hrs
9	Contact Details	DGM -Technical & I/c Purchase IREL (India) Limited Plot No. 1207, V.S.Marg, Opp. Siddhi Vinayak Temple, Prabhadevi, Mumbai-400 028 Email: <a href="mailto:purchase-ho@irel.co.in">purchase-ho@irel.co.in</a> , <a href="mailto:swaroopbiswas@irel.co.in">swaroopbiswas@irel.co.in</a> Phone: 022-24242265, 24242200

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This TENDER is not an agreement and is neither an offer by IREL to the prospective Bidder(s) or any other person. The purpose of this TENDER is to provide interested parties with information that may be useful to them in the formulation of their bid for participation in this TENDER. This TENDER includes statements, which reflect various assumptions and assessments arrived at by IREL in relation to the tender work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TENDER may not be appropriate for all persons, and it is not possible for IREL, or its employees to consider the investment objectives, financial situation and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in this TENDER may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this TENDER and obtain independent advice from appropriate sources.

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The issue of this TENDER does not imply that IREL is bound to select and short-list qualified Bids for Price Bid stage or to appoint the Selected Bidder for the intended work, and IREL reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

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

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## 1. INTRODUCTION:

IREL (India) Limited, a Government of India Undertaking under the administrative control of Department of Atomic Energy, invites competitive bids from the reputed Firms/Companies etc., having experience in providing excellent housekeeping services at two offices of IREL (India) Limited at Prabhadevi and Worli respectively in Mumbai.

Contract Period: One year from the date of placement of order.

The scope of work involves the housekeeping agency to provide indicative number of housekeepers and indicative quantity of cleaning consumables (per month) at IREL offices in Mumbai. Details of manpower to be deployed by the agency at IREL offices are only indicative. The manpower will be increase/decrease as and when required, contractor/housekeeping agency shall arrange to provide the additional manpower at predetermined rates quoted in the price bid of this tender document. The payment shall be made on actual manpower deployed. No. of working days in a week: 6. Working hours per day: 8. Detailed scope of work, duties and responsibilities of housekeepers, standing operating procedures for cleaning etc. are described elsewhere in this tender document.

## 2. ELIGIBILITY CRITERIA (PQ):

Sl.	Eligibility Criteria (PQ)	Documents to be submitted
1	The bidder should have a minimum of 7 years experience in the field of housekeeping services as on April 2024.	Signed photocopy of valid Registration/Incorporation certificate/other document of the bidder's Firm.
2	The bidders must have successfully executed/completed housekeeping service contract of following values in commercial/office buildings during last seven years ending April 2024.  i. One Similar Work in a single order of costing not less INR 17.45 lakhs OR ii. Two Similar Works in two (2) orders of each not costing less than INR 10.90 lakhs	Signed copies of work order and satisfactory completion certificate from client to be submitted. OR The bidder along with copies of the Work Order(s) may submit certificate(s) from practicing chartered accountants stating the payments received and works completed, as the case may be, along with declaration on the letter head of the Bidder in respect of the works specified in Pre-Qualification Criteria.
3	Financial Capability: Minimum Average Annual Turnover for the last three years (2020-21, 2021-22 & 2022-23) should not be less than 6.54 Lakhs. In case of availability of financial figure for FY 2023-24, than average annual turnover of last 3 years i.e. FY 2021-22, 2022-23 & 2023-24 will be considered.	Copies of Balance sheet and Profit & Loss account duly certified by the Chartered Accountant should be enclosed.  In case, the audited balance sheet and Profit & Loss account is not available, a certificate from the Chartered Accountant on their letter head certifying the financial turnover for the above said financial year may be submitted.

4	Functional office in Mumbai Metropolitan Region(MMR).	Bidder's Functional Office based at MMR address proof (Signed and scanned copy of Shop & Establishment certificate, electricity bill, utility bill etc.).
5	Valid ISO certification of bidder's firm	Signed and scanned copy of valid ISO Certificate for Cleaning/ Housekeeping Services.

### 3. BID EVALUATION METHOD:

The contract will be awarded to eligible bidder quoting the lowest. However, IREL reserves the right, without being liable for any damages or obligation to inform the bidder to reject any or all the applications without assigning any reason.

Important: The Bidder is expected to examine all instructions, forms, terms and specifications in the bid document. The bid should be precise and complete as per requirement of the bid document. The bid should not be conditional. Failure to furnish all required information & documents in the bidding document will be at the Bidder's risk and may result to rejection of such incomplete bid.

### 4. Mode of bidding

The tender bids duly filled in all aspects and uploaded at GEM Portal on or before the scheduled time and date as mentioned in the tender enquiry will be considered for evaluation.

The Bids shall be prepared in two parts viz. PQ cum Technical Bid (Part 1) and Price Bid (Part 2).

Technical bid (Part 1) and Price Bid (Part 2) shall be submitted be through GEM Portal. Bids submitted GEM portal shall only be considered.

Technical Bid will be opened at the first instance and evaluated by IREL's concerned authority. In the second stage, financial bids of only the technically eligible offers will be opened for further evaluation and ranking before awarding the contract.

PQ cum Techno-commercial bid (Part 1)

It contains documents in support of eligibility criteria, self-attested tender document and any other document specifically specified in this tender document.

i.	The complete Qualifying Data as required in Prequalification Criteria (PQ)
ii.	Duly filled Tender documents, all Annexures & Undertaking
iii.	Any other technical details/documents etc. required to be submitted by the bidder as contained in the bid document

Part 2 shall contain Price Bid (to be submitted electronically).

This part shall contain only Schedule of prices duly filled in as per the Bid Proposal Schedules. No physical copy of price bid is to be submitted along with the technical bid (Part I), otherwise bid will be considered void.

Method of selection:

Part I of the bid will be evaluated and bidders meeting the PQ criteria and other tender conditions will be qualified as eligible bidders for opening of the price bids. The price bids opened subsequently will be scrutinized for responsiveness and IREL shall consider placement of order on the qualified bidder, whose offer shall be overall lowest. However, IREL reserves the right to accept or reject all or any tender without assigning any reasons and does not bind itself to accept the lowest offer.

Note: To assist in the examination of documents submitted by the bidder in support of eligibility criteria (PQ), IREL may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

#### **5. DETAILED SCOPE OF WORK:**

The scope of work requires the housekeeping agency to provide indicative number of housekeepers and indicative quantity of cleaning consumables at IREL (India) Limited, Mumbai (Maharashtra). Details of manpower to be deployed by the Contractor at IREL offices are only indicative. The manpower will be increase/decrease and when required, contractor/housekeeping agency shall be liable to provide the additional manpower at the rates quoted by them in the financial bid on manpower charges. The payment shall be made on actual manpower deployed. No. of working days in a week: 6. Working hours: 8.

The scope shall also include providing the consumable materials as per detailed list enclosed. The cost of consumables shall be included by the housekeeping agency in his financial quote submitted along with this tender. The housekeeping agency shall provide the cleaning consumables mentioned under clause no 15 and SoPs by 5th of every month, at its own cost.

LOCATIONS FOR DEPLOYMENT OF HOUSEKEEPERS:	AREA TYPE:
1. IREL (India) Limited, Corporate Office, Plot no. 1207, Veer Savarkar Marg, Prabhadevi, Mumbai 400028 total area 14358 sqft.	<p>INDOOR AREA: Cabins, Corridor, Halls, Cubicle, Conference Rooms, Service Rooms, Staircase etc.</p> <p>HIGH INTENSIVE AREA: Washrooms, Entrance Lobbies/Receptions etc.</p> <p>OUTDOOR AREA: Lawns, Parking, Roads inside the boundary walls etc.</p> <p>TENTATIVE NOS. OF HOUSEKEEPERS TO BE ENGAGED: 4 (Male/Female as per requirement)</p>

2 IREL (India) Limited, 403, Manish Commercial Centre, 216-A, Dr. Annie Besant Road, Worli, Mumbai 400025. Total area 4050 sqft.	<p>AREA TYPE:</p> <p>INDOOR AREA: Cabins, Corridor, Halls, Cubicle, Conference Rooms, Service Rooms, Staircase etc.</p> <p>HIGH INTENSIVE AREA: Washrooms, Entrance Lobbies/Receptions etc.</p> <p>TENTATIVE NOS. OF HOUSKEEPERS TO BE ENGAGED: 1 (Male/Female as per requirement)</p>
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Job description for housekeepers engaged

### **Common Areas (Entrance Lobbies/ Reception/ Conference Hall)**

- i. Wiping of the glass doors on all the entrances.
- ii. Cleaning the entire common area at a convenient time without hindering the occupants' movement which includes Sweeping, Mopping, Scrubbing, buffing etc.
- iii. Periodical wiping of the entire side walls – Marble / Granite / Tiles/ Wooden Panels.
- iv. Periodical dusting or vacuuming and wiping of all fixtures and furniture in all the entrance lobbies
- v. Keep the signage clean and visually clear.
- vi. Sweeping and smooth brushing of the doors – removal of all dirt etc. throughout the day.
- vii. Dusting and Wiping of all the doors.
- viii. Collection of all waste material and its disposal as per instructions of the IREL's Officer-In-Charge.
- ix. Cleaning of rugs and carpets on floors with vacuum cleaner.
- x. Cleaning of water cooler tanks/refrigerators, Air conditioning grills/filters and space underneath water coolers/refrigerators.
- xi. Dusting and cleaning of fans, electrical fittings, windows, panes with glass cleaning chemicals/agents and cleaning of partitions and other furniture, paneling etc.
- xii. Cleaning of wall, ceiling for dust, cobwebs etc.
- xiii. Clearing the dustbins periodically.
- xiv. Weekly once cleaning of floor carpet, sofa with vacuum cleaner.
- xv. Almirah shifting and cleaning underneath.

### **Staircase & Fire Staircase**

- i. Sweeping of all the staircases and common landings.
- ii. Removal of dust etc. from the skirting top.
- iii. Cleaning of all the fire escape doors.
- iv. Cleaning of all the ceilings and walls for dust, cobwebs, etc.
- v. Thoroughly wipe all door handles, latches, tower bolts, etc.
- vi. Periodic cleaning of fire extinguishers, etc.

### **Pantry/Cafeteria**

- i. Floor Sweeping, Mopping, Scrubbing, buffing etc.



- ii. Cleaning water dispensers.
- iii. Cleaning of refrigerators and microwave.
- iv. Cleaning of cobwebs etc.
- v. Maintaining hygiene in the pantry all times.

### **Parking Area/ Service Areas**

- i. Removal of waste, debris, garbage, dry leaves, dirt stains etc. from the surfaces.
- ii. Sweeping of the car parking area.

### **Restrooms**

- i. Sweeping and mopping of the floor and keeping the floor without stains throughout the day.
- ii. Mopping of all glazed tiles and keeping them clean.
- iii. Washing and mopping of floor areas with detergents.
- iv. Acid cleaning of sanitary wares without damaging their shine/lustre.
- v. Washing of all the urinals, closets and washbasins with mild soap solution /cleaning solutions.
- vi. Ensuring clean and visually clear mirror throughout the day by periodic cleaning using glass cleaner.
- vii. Replace toiletries such as fresheners, naphthalene balls, hand soap, tissue papers etc. as and when required.
- viii. Clean all toilet fixtures and fittings.
- ix. Urinals should have disinfectant naphthalene balls at all times.
- x. Clearing of the dustbins in the toilets periodically.
- xi. Cleaning of walls, exhaust fan, ceiling for dust, cobwebs etc.
- xii. Removal of choke up/blockage in drainage line.

### **Surroundings**

- i. Removal of all litter, mud, dust, etc within the periphery of the building as and when felt necessary during the day.
- ii. Taking necessary precautions to maintain the entrance to the building clean.
- iii. Sweeping of all internal roads, parking area and open area etc.
- iv. Keeping the external signage clean.

### **Sanitization Service**

- i. Sanitization of office premises using disinfectant solution (like sodium hypochlorite solution) in recommended proportion, sprayed through battery operated spray machine. Disinfectant solution, spray machine, PPE suit will be provided by IREL.

In addition to the above, the housekeepers shall provide assistance in internal shifting/adjustment of the furniture and other miscellaneous works entrusted by the IREL's Officer-In-Charge (OIC).

## 6. STANDARD OPERATING PROCEDURE FOR CLEANING

### **A. cabins, conference room, service room, cubicle etc.**

Objective: To clean cabin, conference room, service room, cubicle to provide with Clean, hygiene & aesthetically appealing room on entry in the morning.

1. Open the room
2. Open the blinds, Check cords / louvers etc.
3. Check the air conditioning louver/filter, water supply, light, partition curtains etc. Clean once a week.
4. Note down damage or missing items. Inform supervising authority if anything misplaced, damaged or needing repair.
5. Remove garbage from garbage bins & change garbage bags.
6. Clean the room with feather brush and dustpan.
7. Check and clean dust from file cabinets, overhead cubicles, pedestal drawers etc.
8. Arrange the executive table/conference table/work station.
9. Dust items located on wall & high area clockwise and anti-clock wise around the room. Items include: - picture frame, light fixture, & glass panes & ledge.
10. Check for the cobwebs in and around the walls and pillars.
11. Dust air conditioning vents with feather brush.
12. Dust the table beginning with top surfaces and working your way down to the base & legs.
13. Chairs / sofa repositioning.
14. Wipe down light switches & clean any smudges on surrounding wall areas.
15. If there is any stain on the wall gently try to remove if it can be removed if not inform supervising authority.
16. Sweep dry & mop floor with wizard using disinfectant.
17. Take one last look to see everything is in order, clock is working etc.
18. Spray a whiff of freshener and close the room door, if applicable.
19. Corner to be cleaned thoroughly once a week for the dirt not to be accumulated there.

### **B. Telephones/Desktop Computers/Display Units**

Material required:

1. Standardized solution equivalent to Dettol
2. Cleaning agent
3. Discards
4. Toothbrush

Procedure:

1. Check the telephone/desktop computer for loose wires, clarity of voice, proper functioning of the buttons, keyboards, proper dials tone etc.
2. Clean the telephone with the help of a tooth brush and the cleaning agent. Clean the keyboard, monitor with feather brush and damp duster.

3. Clean the hand set, around the buttons, grooves and the corners and telephone cradle.
4. The desktop computer and telephone should be cleaned gently and patiently as it takes a long time to remove accumulated dirt from the grooves.
5. The wire should also be cleaned gently with a damp cloth starting from the end pulling to the other end.

### **C. Toilets Cleaning**

Objective: To provide clean, hygiene and bacteria free toilet to executives, staff and visitors.

Material/Chemicals used:

- Hygienic hard Surface Cleaner concentrates (Normal area 20-50 ml. in 1 Litre of water).{Lizol, Presto, Domex nimyle, PGR surface cleaner or equivalent}
- Glass cleaner concentrate (Normal area 20-50 ml. in 1 Litre of water).{Colin, 3M or equivalent]
- Furniture Maintainer (Ready to use product). (Taski R4 or equivalent]
- Toilet bowl/W.C. cleaner (Ready to use Product). (harpic,domex or equivalent)
- Bathroom Cleaner Concentrate (Normal area 50-100 ml. in 1 Litre of water). [Harpic, Lizol, R9 or equivalent)
- Detergent : Surf/Tide or equivalent

Toilet Brush Scrubber/Scotch brite.

Hand mop Dusters

Corner brush

Soap solution- Dettol, Lifebuoy or equivalent

Toilet Roll (make premier, Jackson, Origami or equivalent), Room freshner Odonil/aer or equivalent, urinal anti splash mat with fragrance & naphthalene ball (presto, Mrdoctor or equivalent).

Description:

1. Check all maintenance in washroom.
2. Remove all garbage from garbage bins and change garbage bag. Apply toilet cleaner in w/c/toilet pot properly. Scrub tiles, washbasin all fittings & fixtures nicely with bathroom cleaner. Wash tiles, washbasin all fittings & fixtures nicely.
3. Scrub toilet bowl from inside and outside.
4. Wipe all tiles, fixtures, fittings, washbasin & w/c (seat cover & outside w/c). Clean mirror with glass cleaner, no water marks, frame edges clean.
5. Scrub & Mop washroom floor from inside to outside.
6. Check & fill liquid soap, toilet roll, tissue paper, bathroom air fragrance, urinal cubes & naphthalene ball. Spray air freshener.
7. Replace urinal splash mat every alternate week.
8. Check and replace pocket air freshener periodically.
9. Spray a whiff of freshener.
10. Sign on Toilet Check List and Frequency behind door and close the room door.

### **D. Water closet/Urinals**

Check For:

- (a) Continuous flow of water, and Flush timer.
- (b) Missing or broken shoes/buffers,
- (c) Stained/scratched/broken/cracked/WC or WC seat,

(d) Leakages under WC.

**Process:**

1. Flush out the water and spread toilet bowl/W.C. cleaner all over the rim of WC and leave it for five minutes.
2. Scrub the seat and the seat cover with cleaning agent.
3. Wash it with water.
4. Using the WC scrub brush, thoroughly clean the WC and flush.
5. With a clean discard, wipe the WC, WC pipes and underneath the WC bowl.
6. Push out the water from the bowl and put pine gold in it.
7. Wipe the WC with clean discard.
8. Wipe the WC with standardized solution equaling to Dettol.
9. In case of any stubborn stains, report to the supervising authority.
10. Do not use any hard abrasive on the WC.
11. Check under the grooves and rim of WC for sparkling cleanliness.

**E. Washbasin**

**Materials required:**

1. Cleaning agent- Domex/Lizol or equivalent
2. Nylon scrubber
3. Discard towel
4. Toothbrush

**Procedure:**

1. Check the washbasin for cracks, loose fitting.
2. With the scrubber and cleaning agent scrub the washbasin and counter taking care to scrub the rim and the drain corners properly with a toothbrush. Remove all the trays and other item from the counter before starting.
3. Take out the washbasin stopper and remove any hair sticking on the washbasin stopper jail.
4. With the help of a toothbrush, clean the plastic jail properly removing any slime or stains from it.
5. Rinse the cleaning agent properly from the basin and dry it with a dry discard.
6. With a wet discard, wipe the bottle trap to remove any dust or cobwebs from it.
7. Lastly, pour some pine gold into the drain so that the water in the bottle does not give any odors and the washbasin is properly sanitized.

**Standards to be maintained**

1. Washbasin should be sparkling clean.
2. Fitting should be shining after cleaning them with a mild-cleaning agent. There should be not watermarks.
3. Polish the fitting with chrome polish.
4. The bottle trap should be free of dust and cobwebs.
5. No hard abrasive to be used to prevent scratching.
6. In case of any stubborn stains, report to supervising authority.

## **F. Chrome fittings**

### Materials required

1. Cleaning agent
2. Toothbrush, cleaning cloth
3. Sponge
4. Chrome polish

### **Procedure**

1. Clean the surface with a cleaning agent and a sponge.
2. Rinse thoroughly
3. Wipe dry with a towel discard.
4. Apply chrome and shine.

### Standards to be maintained

1. Check for any loose screws, corroded or tarnished fittings, leakage, bends and dents, rust, salt deposition, and detached chains.
2. All fixtures should be free of dust and depositions.
3. They should be chromed as and when needed, it tarnished.
4. If polish is not available use Vim to shine.

## **G. Window cleaning**

Object: To maintain a clean and smudge-free surface on interior and exterior glass and window frames

### Equipment:

1. Cleaning agent
2. Feather brush & dustpan
3. Window cleaner
4. Small plastic bucket
5. Clean rags
6. duster cloth
7. Glass scraper
8. Window brush

### **Description:**

1. Clean the window with feather brush. Collect dust in dustpan.
1. Prepare window cleaning solution
2. Place window brush/duster cloth into the solution
3. Apply solution to window surface.
4. Gently wipe the window glass and frames.
5. Dry the window with clean dry cloth.
6. Remove any solution remaining on window frames or ledge with clean cloth.

7. Clean equipment and store properly.
8. Some areas may require the use of a glass scraper to remove tough stains.

#### **H. Glazed Mirrors**

Material required:

1. Glass cleaner
2. Feather duster
3. Flannel cloth
4. Cleaning agent

**Procedure:**

1. Dust the top of the glass with the feather duster to remove dust.
2. Neatly fold the glass cloth and spray glass cleaner on it and wipe the surface in a sideways motion or top to down.
3. Clean any oil stains or smudges on the mirror.
4. Finally, wipe with a lint free cloth.
5. The mirror should be sparkling after being cleaned.

**Subject: Cleaning a Glass Window.**

**Material Required:**

1. Glass cloth
2. Glass cleaner
3. Damp cloth should be lint free
4. 2" paint brush
5. Dust pan
6. Feather duster

**Procedure:**

1. Check the cracks, loose glass.
2. Wipe the window glass and frame with a dry cloth or feather duster to remove loose dust.
3. Take a brush and clean the grooves.
4. Check the window or lock hinges. The latch should not be creaking.
5. Spray some glass cleaner onto a cloth and start wiping the outside of the window from top to downward.
6. Check the window for any stubborn stains.
7. Clean the glass from inside. Finally wipe with a yellow flannel cloth.
8. Check for any stains and fingerprints.

#### **I. Staircase**

Objective: To clean staircases with as little inconvenience to the users.

**Description:**

1. Dusting of stair case railing.

2. Sweeping with feather brush. Clean corners weekly.
3. Pay attention to hand marks, smudges, and snuffs on the railing.
4. Finally mop the floors.
5. Report any maintenance requirement to the supervising authority immediately.
6. Hourly mopping/touch up with hand mop to be given to maintain it.
7. Heavy cleaning and scrubbing should be carried out on weekends.
8. Check corner properly for the dirt.
9. Check for the cobwebs on regular basis.

#### **J. Corridor cleaning.**

**Objective:** To clean corridor safely and with as little interference as possible with daily activities and to minimize the potential risk associated with wet floor.

##### **Description:**

1. Place "Wet floor" caution signs at both ends of corridor to alert staff and visitors to a potential risk.
2. Brush the floor with feather duster.
3. Check the cobwebs in and around the wall and pillars.
4. Wet mop all corridor. (If possible, covering only half of the width at time. This allows safe foot traffic at all times. Wet mop the remaining half of the corridor only when the first half has dried completely).

#### **K. File Storage Compactor**

**Objective:** To safely clean the file storage compactor with utmost caution and little disturbance.

##### **Description:**

1. Open the file compactor one part at a time.
2. Clean with feather brush and collect the dust in dustpan.
3. Bring out the files and stack below in sequence. Wipe the shelf and body with damp duster cloth. Allow it to dry or wipe with clean and dry duster cloth. Place back the files in position and in sequence. Check and arrange any displaced file.
4. Check for the cobwebs.
5. If there is any stain on the wall gently try to remove if it can be removed if not inform supervising authority.
6. Take one last look to see everything is in order.
7. Gently close the compactor and move to other part.
8. Repeat the above process.

## **7. SPECIAL TERMS AND CONDITIONS OF THE CONTRACT:**

### **i. IREL's Obligations**

- a) IREL shall provide a small room/space for manpower & storage of materials etc. to the housekeeping agency free of cost during the period of contract. Nobody will be allowed to stay in the office unnecessarily after office hours without permission.
- b) IREL shall provide water for cleaning purposes.

### **ii. Housekeeping agency's Obligations**

- a) A weekly log of the services rendered will be maintained and presented to IREL.
- b) The housekeeping agency would submit a list of all housekeepers along with full addresses for security to IREL at the time of contract. The housekeepers deployed should be medically fit.
- c) The housekeeping agency will have to deploy experienced and skilled workers for the job of housekeeping.
- d) The housekeeping agency has to maintain compliant register at location decided by the supervising authority.
- e) The housekeepers should wear uniform along with a name tag and identity card.
- f) The consumable materials are to be provided by the housekeeping agency; the quote for cost of consumables per month shall be provided by the housekeeping agency in financial bid. The housekeeping agency shall provide the cleaning consumables by 5<sup>th</sup> of every month.

## **8. INSPECTION OF SITE AND SUFFICIENCY OF TENDER:**

The interested bidders shall work out their own rates based on the detailed description of works, required items, requested specifications and conditions, statutory taxes and finally arrive at the cost of the Housekeeping Work/Services. The Bidders shall be deemed to have satisfied itself before tendering as to correctness and sufficiency of this tender. The rates and prices quoted shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper completion and maintenance of the Housekeeping Works/Services. Where necessary, before submitting the tender the bidder should inspect and examine the sites and its surroundings and shall satisfy itself about form and nature of the sites, the quantities and nature of the Housekeeping Work/Service and materials necessary for the completion of the Works/Services, means of access to the site, the accommodation it may require, and in general, obtain all necessary information as to risk, contingencies and other circumstances, which may influence or affect its tender. No extra charges consequent on any misunderstanding or otherwise shall not be allowed and paid by IREL.

## **9. Earnest Money Deposit**

Bidders shall remit EMD (Rs 43,614/-) through NEFT/RTGS in favour of M/s IREL (India) Limited as mentioned in the schedule of tender or alternatively, EMD can be remitted by way



of 'demand draft' or 'BG' in favour of IREL. BG should be from Indian scheduled Banks excluding co-operative banks. Details of payment shall be uploaded in the portal as a separate PDF document. In case of payment through DD/BG, the original should be submitted offline within 7 days of opening of bid date. However, if the details of the payment of EMD through DD/NEFT/RTGS/BG are not uploaded in the bid, the bid will be summarily rejected.

EMD if any is liable to be forfeited if:

- i. The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
- ii. The tenderer fails to accept the order when placed or fails to commence supplies/works/services after accepting the order.
- iii. In case bidder submits false/fabricated documents.

## **10. Security Deposit:**

The selected engaged agencies are required to deposit a Security Deposit of 5% (five percent) of the contract value in the form of demand draft/ Bank Guarantee from only Nationalized Bank, drawn in favour of the IREL (India) Limited, Mumbai within 14 days of acceptance of Work order covering the period of the contract plus three months. In case, the contract is further extended beyond the initial period, the Demand draft/ RTGS/NEFT/Bank Guarantee will have to be accordingly renewed by the successful bidder. The amount of security deposit will be determined by IREL, taking into account the contractual obligation of the housekeeping agency. The SD shall not bear any interest, and is liable to be forfeited for unsatisfactory completion or on abandonment of the service contract.

In case of revision of SD to any other higher percentage by any Govt. Notification, the same shall be applicable.

### **Refund of SD:**

- i. Before releasing SD, a "No Due Certificate" shall be issued by Officer-in- Charge (OIC) duly countersigned by head of the department after ensuring that no amounts are recoverable from the agency.
- ii. OIC shall recommend release of SD money after compliance of all the obligations under the contract by the Agency and on submission of formal claim by them.
- iii. On receipt of "no dues certificate" from OIC, SD money retained in the form of B.G and/ or cash shall be refunded within 30 days, if agency is not liable to pay any money to IREL under any other contract.

### **Forfeiture of SD:**

The Security deposit is liable to be forfeited if

- i) Any failure whatsoever on the part of the agency at any time during performance of his part of the contract, where notice is given and time for rectification allowed.
- ii) If the manpower agency indulges at any time in any subletting/ sub-contracting of any portion of the work without approval of IREL.

## **11. OTHER TERMS AND CONDITIONS:**

- i. The housekeeping agency shall abide by and comply with all the relevant laws and statutory requirements covered under various Labour Acts, Minimum Wages Act, Contract Labour (Registration & Abolition) Act 1970, EPF, ESI etc. with regard to the personnel engaged by him for providing support services. It will be the responsibility of the housekeeping agency to provide details of all manpower and resources deployed.
- ii. For all purpose, the housekeeping agency shall be the EMPLOYER for the housekeeping manpower engaged/ employed for providing services to IREL. The housekeeping agency shall be responsible for maintenance (Payroll, all compliances, statutory obligations etc.) and termination of services of temporary housekeeping manpower at IREL premises as per recommendation and advice of IREL. The housekeeping agency and the manpower engaged by them will have the relationship of employer and employee and such personnel engaged by the agency for providing services to IREL will never be deemed to be the employees of IREL in any manner whatsoever and shall not be entitled for employment, salary/ wages, damages, compensation or anything from IREL due to their deployment for rendering the said services.
- iii. The staff provided by the housekeeping agency shall not be deemed employees of IREL hence the compliance of the applicable labour laws and acts i.e. the Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour (R&A) Act and other relevant laws will be the sole responsibility of the housekeeping agency and IREL will in no way be responsible for any violation or liabilities in this regard.
- iv. The housekeeping agency shall keep IREL fully indemnified from and against all claims, costs and charges arising out of personal injury to their employees and the housekeeping agency will be solely responsible to meet such claims and keep IREL indemnified at all times against all such claims costs, charges, and expenses arising out of such claims.
- v. The housekeeping agency shall be liable for pay salaries to the supplied housekeepers, and shall also be responsible for complying with all the statutory liabilities, e.g. Provident Fund (PF), ESIC and any other applicable legislation or statutory orders of respective governments including payments/contributions towards all statutory dues connected to and/or related to the employment of the housekeeper engaged at IREL offices, and shall keep IREL indemnified at all times and against all claims, liabilities, losses and consequences in relation thereto, and comply with all statutory requirements, and deduction of any tax or other amounts as required by law or as provided herein. The housekeeping agency shall make available of all the records/ registers maintained under different Statutes for inspection by the authorities under the respective statute, on demand.

### **vi. Format of Price Bid:-**

**As per GEM portal (to be submitted online only)**

(Price break up to be submitted (Excel Format enclosed in bid) along with price bid.)

- vii. The payment of the bill shall be made on the basis of actual manpower deployed and rate quoted in the tender.
- viii. The manpower requirement is only indicative as per existing load requirements and may increase/decrease as per needs of IREL. The housekeeping agency shall be liable to provide the additional manpower/remove the existing manpower, if any directed by IREL on writing at the prevailing rates, terms and conditions quoted by him in this financial bid.
- ix. The Minimum Wage Rates of manpower should be quoted as per Central labour Rules specified by the Central Labour Commissioner, Ministry of Labour & Employment, Govt. of India and shall change according to the Amendments/Increments enforceable by the Govt. of India from time to time.
- x. The cost of monthly consumable as per requirement list shall be worked out by the housekeeping agency himself and will claim it every month which shall be paid by the IREL to the housekeeping agency.
- xi. The housekeeping agency will have to provide two sets of uniform and face masks including ID Cards to all the engaged workers working at IREL premises. The uniform's colour shall be approved by the Competent Authority of IREL. The dress includes full Trousers and Shirt of full sleeves for Male and Sari/Salwar Kurta of full sleeves for Female workers.
- xii. The housekeeping agency has to ensure timely payment of salary to housekeepers engaged in IREL Offices by 7th of every Month on the basis of minimum wage rates applicable in the Mumbai as per Central Govt. Rules amended time to time. The housekeeping agency will have to make payment through NEFT/RTGS after opening of individual bank account for the workers deployed at IREL and also forward the copy of the monthly bank statements of the engaged workers for IREL to the concern authority of IREL for necessary information/records. Further, copy of ESI cards, EPF No. issued to the housekeepers should also be submitted to IREL for necessary information/records.
- xiii. In case IREL receives any written complaint regarding non-payment of wages on time to housekeepers deployed at IREL Offices, the amount so payable to these housekeepers shall be recovered from the housekeeping agency's bill/ other dues and paid to such housekeepers and action as deemed appropriate shall be initiated against the housekeeping agency. The housekeeping agency shall maintain and submit all proofs/ records pertaining to engagement/ payments to housekeeping manpower engaged in IREL and in respect of all other compliances under different laws as and when asked by IREL.
- xiv. The housekeeping agency shall be solely liable for any accident or injury that may happen to any of his housekeeper. IREL 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 housekeeper in the employment of the housekeeping agency and the housekeeping agency shall indemnify and keep indemnified IREL against all such claims, damages, compensations and proceedings.
- xv. The housekeeping agency will ensure Police verification is done and shall provide PVC (Police Verification Certificate) of the supplied manpower to IREL before their actual

engagement at IREL offices. IREL reserves the right to select suitable manpower against what being arranged by the housekeeping agency on the basis of knowledge and experience of cleaning activities. Age limit for housekeeping staff shall be between 18 years to 50 years.

- xvi. The housekeeping agency shall provide designated coordinator/Single ContactPoint for immediate and direct interaction with IREL's Officer-In-Charge for resolving any issue pertaining to the contract.
- xvii. The housekeeping agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. IREL shall, in no way, be responsible for settlement of such issues whatsoever.
- xviii. The personnel deployed shall undergo medical examination at the expense of the housekeeping agency to ensure that they are free from any communicable diseases and furnish medical examination certificate as and when called for by IREL.
- xix. Best quality reputed make branded cleaning items should be procured and provided to IREL by the housekeeping agency. The same must be informed to IREL's Officer-In-Charge and his permission shall be obtained before procuring items.
- xx. The housekeepers should be well disciplined and they should remain at their area of work. They should not loiter in the building. The housekeeping agency shall be responsible for the misbehavior of his housekeeper and if there is any report by IREL of any misbehavior of the housekeeper, then the housekeeper shall be suitably replaced by the housekeeping agency.
- xxi. The housekeepers shall be adequately briefed to conserve the electricity, water and other resources and they are responsible for switching off the lights/fans/AC etc in the office area after working hours.
- xxii. The Agreement shall commence w.e.f the date of effectiveness of the agreement unless it is curtailed or terminated by IREL owing to deficiency of service, sub-standard quality of consumables or manpower deployed, breach of contract etc. or change in requirements.
- xxiii. The housekeeping agency shall not engage any sub-contractor or transfer the contract to any other person in any manner.
- xxiv. The quality assurance and control shall be ensured by the housekeeping agency in all respects.
- xxv. All materials to be used for cleaning and other consumables shall be in conformity with the specifications/brand/quantity/make of approved standards.
- xxvi. The housekeeping agency shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan/pan masala, smoking, loitering and shall not engage in any immoral act.
- xxvii. The housekeeping agency shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- xxviii. The daily normal working hours would be stipulated by IREL and may vary as per the IREL's directions and actual requirements. In case of exigency, the housekeeping agency has to deploy housekeeper during holidays, late hours and Sundays as well

according to the requirement and convenience of IREL and the occupants, while ensuring weekly offs of his / her employees as per statutory requirements.

- xxix. IREL shall have the right to inspect the cleaning site at any time and also to issue such orders and direction to the housekeeping agency as may be considered necessary. The housekeeping agency shall ensure that such orders are complied forthwith.
- xxx. The housekeeping agency shall ensure all consumables delivered are well within the expiry date.
- xxxi. IREL shall have the right to inspect the services provided by the vendor at any time. In case of any deficiencies found in the service provided pursuant to such inspection, the matter shall be informed to housekeeping agency's representative. In case the concerns of IREL are not addressed within a reasonable time, IREL would have the right and authority to issue order and directions necessary, including the levy of penalty for the effective implementation of the services.

## 12. PENALTY:

Sl.	Service Level Agreement	Penalties for non-compliance
1	Non completion of the cleanliness operation including vacuum cleaning mentioned in the contract.	Penalize the housekeeping agency by 0.25% of the Monthly billed amount per incident up to maximum of 5% of monthly bill.
2	If the housekeeper is found responsible for any theft, loss of material/ articles and damages.	Immediate payment in actual/replacement, equivalent to the value of the article theft/lost/damaged as decided by IREL depending on the gravity of the act. Also, the housekeeper responsible shall be suitably replaced.
3	Absence of housekeeper without suitable replacement.	Rs. 500/- per day per person shall be deducted from the housekeeping agency's bill.

4	For cleaning consumables not supplied as per list.	Amount double the MRP of material shall be deducted from the housekeeping agency's bill.
5	Cumulative Penalty	Cumulative Penalty cannot exceed more than 10% of the total contract value. The contract shall be terminated by IREL once this limit is breached without any prejudice to other contractual remedy.

### 13. BREACH OF CONTRACT AND TERMINATION:

The contract shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons by either party:

- a) Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required by IREL by providing reasonable notice period as per the term of the contract or minimum of 30 days. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
- b) Breach of contractual obligations: Any incidents considered as the breach of contract will result in immediate termination of services. IREL shall have the right to terminate the Contract effective immediately by giving written notice to the housekeeping agency if, the housekeeping agency breaches any provision of this Contract where that breach is not capable of remedy; or if the housekeeping agency breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
- c) Breach of service obligations: The housekeeping agency shall be responsible for faithful compliance of the terms and conditions of this agreement. In case of noncompliance of Service obligations, penalty per default will be imposed as per contract agreement. Non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements, committing fraud etc will be considered as a major default and the contract will be cancelled immediately without giving any further notice.

### 14. PERSONAL HYGIENE & ETIQUETTE AND MANNERS OF HOUSEKEEPERS:

Personal Hygiene:	
1.	Housekeepers must bath daily.
2.	Housekeepers to regular haircuts and keep it clean. It should not appear greasy, oily or unclean.
3.	Males must shave daily. Those sporting moustaches must keep them clean & trimmed. Moustaches must not be below upper lip.
4.	Teeth must be brushed immediately before coming on duty. Do not eat onion or garlic or smoke before the beginning of the duty and during duty hours. Please use mouth wash.

5.	Nails should be kept short & clean.
6.	Hands must be free of stains and skins break. Cut & burns must be covered with the correct dressings and do not be left exposed. Wash hands with soaps after using toilet or after eating or handling refuse.
7.	Uniforms should be clean, laundered & ironed. Change uniforms regularly. Change personal cloths every day. Uniforms should not be worn outside the working premises and when not on duty.
8.	Shoes must be kept clean and free of stains. Shoes must be aired daily. Use socks that absorb moisture and change them every day. Talcum powder must be used in between toes to keep it from the smelling.
9.	Adequate sleep and rest, maintaining healthy diet, with regular exercises will contribute in enhancing alertness, attentiveness and overall personalities.
10.	Follow Covid 19 personal hygiene protocols and wear face mask during work.
<b>Etiquette and Manners :</b>	
<b>(A) While talking to others:</b>	
11.	Always pleasant and decent manner while talking to others.
12.	Maintain interest & helpful expressions.
13.	Always look into the eyes of the person, maintaining eye contacts.
14.	Keep a distance of 2' while addressing them.
15.	Speak softly & clearly in your natural tone without using unnecessary hand movements & facial expressions.
16.	Maintain a very professional relationship with them & avoid getting personal.
17.	Never speak poorly of any colleague or of the organization with them.
18.	Do not bite nails or run hands through the hairs.
19.	Do not touch the nose or eyes or ears or the face. Chewing gums and other unauthorized material must not be in the mouth.
20.	Cover your mouth with a handkerchief while coughing or sneezing.
21.	Do not use slangs or abusive language.
22.	Do not shout in to the phone.
23.	Avoid personal calls at work.
<b>(B) While standing in public areas</b>	

24.	Stand erect, balancing the weight on both the feet and keeping the shoulders straight with the stomach in.
25.	Hands should be kept on the side or behind. Hands must not be in the pockets or on the hips or folded across the chest.
26.	Do not lean against a counter or against a wall or any other thing.
27.	Maintain poise at all times.
28.	Never move around in groups.

## 15. LIST OF CHEMICALS/CONSUMABLES MONTHLY CONSUMPTION

Sl.	Item Description	Qty/month	Unit of Quantity	Suggested Make
1	Disinfectant floor cleaner	5	Litres	Domex or equivalent
2	Phenyl	5	Litres	Sunny or equivalent
3	Hygienic hard surface cleaner concentrate	5	Litres	Taski R2 or equivalent
4	Bathroom cleaner concentrate	5	Litres	Taski R1 or equivalent
5	Air Freshener	5	Litres	Taski R5 or equivalent
6	Floor cleaner concentrate	5	Litres	Taski R7 or equivalent
7	Toilet Roll size W10 cm and L 55 cm - 175 gm	45	nos.	Jackson or equivalent
8	Glass cleaner concentrate	5	Litres	Taski R3 or equivalent
9	Scrub Pad 7cm x 10 cm	10	nos.	Scotch Brite or equivalent
10	Air freshner spray 126 g	20	nos.	Godrej or equivalent
11	Bathroom fragrance gel 10 g	12	nos.	Godrej or equivalent
12	Air freshner tablet 50 g	15	nos.	Odonil or equivalent
13	Liquid handwash 675 ml	10	nos.	Dettol or equivalent
14	Disinfectant toilet cleaner 500 ml	5	nos.	Harpic or equivalent
15	Toilet bowl cleaner	5	Litres	Taski R6 or equivalent
16	Urinal anti spillage mat	14	nos.	Zureni or equivalent
17	Natural rubber hand gloves for cleaning purpose - size XL	10	pairs	Victor or equivalent
18	Naphthalin balls	0.5	Kg	Any approved make
19	Antiseptic liquid 550 ml	7	nos.	Dettol or equivalent
20	Cleaning cloth 16"x24" size	75	nos.	Any approved make
21	Microfibre cloth 40cm x 40 cm	20	nos.	Softspun or equivalent
22	Garbage disposal bag code 19" x 21" , one pkt contains 30 bags	25	packets	Captain or equivalent
23	Garbage disposal bag code 25" x 30" , one pkt contains 15 bags	10	packets	Captain or equivalent
24	Wet Mop Refill (clip & fit)	6	nos.	Gala or equivalent
25	Detergent powder	1	Kg	Surf/Tide or equivalent
26	Mop stick 5 feet	2	nos.	Any approved make
27	Wiper refill 1.5 feet	2	nos.	Any approved make
28	Toilet brush	2	nos.	Gala or equivalent
29	Grass broom	3	nos.	Monkey or equivalent
30	Hard broom	3	nos.	Any approved make
31	Dish washing bar 200g	4	nos.	Vim or equivalent



Note:

1. The consumption and usage of various chemicals shall be regulated as per the manufacturer specifications.
2. Before purchasing the above tabulated cleaning consumables, the make shall be approved by the IREL's Officer-In-Charge.
3. The cleaning consumables provided to IREL shall have minimum shelf life of 6 months, wherever applicable.
4. Any item required for completion of the house keeping job as per SoPs is also to be provided by the agency.

## **16. PAYMENTS TERMS:**

The rates shall be firm and fixed and shall not be subject to any change on any case or condition whatsoever, and shall hold well till completion of contract at IREL (India) Limited. Bills for Services supplied under this contract shall be prepared and submit by the Contractor in succeeding month. The payment of bills will be made through Electronic Clearing System (E.C.S.). It may be noted that under the provision of the Indian Income Tax Act, IREL (India) Limited will deduct TDS at source at applicable rates from the gross amount of each bill.

The payment against bills shall be made every month by IREL (India) Limited, Mumbai. The bill has to be accompanied by the exact data of personnel employed plus other charges as per rates quoted in Financial Bid, which should be certified by authorized officer of IREL (India) Limited, Mumbai. The contractor shall disburse the wages/salary to its personnel deployed in IREL, Mumbai every month through ECS in their respective bank accounts by 7th of every month. Payment made by the contractor to their employees through banks every month and certified copies of the same to be submitted along with the monthly bills by 15th of every month. If the contractor fails to pay wages/salary including statutory liabilities to its employee as deployed at IREL, Mumbai within stipulated time; IREL, Mumbai reserves the right to pay the housekeepers from their performance guarantee/Security deposits and necessary action as deemed necessary shall be taken against the contractor.

The contractor will have to deposit the proof of deposits of each employee contribution towards EPF/ESI etc. in every month and has to submit documentary evidence to IREL. The contractor shall submit a certificate along with each bill that the payment has been made to its personnel as per acquaintance roll and all labour laws obligations have been complied with. All relevant documents, certificates, affidavits and verification etc. as required being attached/enclosed with the bills submitted for payment.


The monthly bill of the contractor shall be accompanied with

- I. Salary slip and salary transaction details of the engaged housekeepers.
- II. Attendance record of the housekeepers.
- III. Monthly delivery challan of cleaning consumables.

IV. ESIC and EPF transaction acknowledgement.

V. Any other document as required by IREL's EIC.

VI. Salary Slip of engaged housekeepers shall contain the following details:

- a) Basic Pay
  - b) VDA
  - c) ESI
  - d) EPF
  - e) Service Charges
  - f) Statutory liabilities i.e SGST/CGST etc.
  - g) Bonus
  - h) Gratuity
  - i) Uniform Outfit
  - j) Leave Allowance
  - k) Any other
- 

The housekeeping agency has to submit adequate documentary proof of depositing of statutory liabilities i.e. ESI, EPF and GST to concerned authorities against actual numbers of personnel as mentioned in the bill.

#### **17. PRICE VARIATIONS:**

Rates quoted by the bidder will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R & A) Act, 1970 as amended from time to time, cost of uniform of personnel deployed by the contractor, all kinds of taxes, services charges etc. of the agency. Minimum wages for all purposes of tendering and execution should be quoted as per Central labour Rules specified by the Central Labour Commissioner, Ministry of Labour & Employment, Govt. of India (GOI), as applicable to Mumbai and shall vary according to the Amendments/Increments enforceable by the Govt. of India from time to time. Present Rate of GOI payable w.e.f 01.04.2024 is Rs. 778/- per day.

This clause shall be operational for decrease in quoted/awarded amount on same analogy as above in case there is decrease in minimum wages/labour rates.

# GENERAL CONDITIONS OF THE CONTRACT

## DEFINITIONS & INTERPRETATIONS

### 1.1 Definition of Terms:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1.2 INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS**

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

shall be in accordance with following sequence:

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

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

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

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

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

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

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

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

### **1.3 SPECIAL CONDITIONS OF CONTRACT:**

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

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

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

1.3.4 Wherever it is mentioned in the Specifications that the Service Provider shall perform certain Service or provide certain facilities, it is understood that the Service Provider shall do so at his cost and the

Value of Contract shall be deemed to have included cost of such performance and provisions, so mentioned.

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

## **2.0 GENERAL INSTRUCTIONS & OBLIGATIONS**

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

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

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

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

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

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

### **2.4 SITE VISIT**

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

### **2.5 CONFLICT OF INTEREST**

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

### **2.6 ABNORMAL RATES:**

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

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

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

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

## **2.8 SERVICE PROVIDER's REPRESENTATIVE & PERSONNEL:**

- 2.8.1 Service Provider shall appoint a person ("*Service Provider's Representative*") who shall be responsible for and authorized to represent it at all times during the progress of the Service and to receive and to act on any request made by Employer in the performance of the Service pursuant to the terms of this Contract.
- 2.8.2 Service Provider's Representative shall have full authority to represent and bind the Service Provider in relation to any matter concerning the Service Provider's performance of the services under the Contract and Employer shall be entitled to rely on all the decisions of the Service Provider's Representative as if they were the decisions of the Service Provider.
- 2.8.3 Service Provider's Representative shall supervise, coordinate and ensure the quality of all aspects of his obligations under this Contract. Service Provider shall not change its Representative without

the prior approval of Employer.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

a) The whole or part of the Contract Performance Security furnished by the Service Provider is liable to be forfeited without prejudice to the right of the Employer to recover from the Service Provider the excess cost referred to in the sub-clause aforesaid. The Employer shall also have the right of taking possession and utilising in completing the services or any part thereof, such as materials, equipment and plants available at service site belonging to the Service Provider as may be necessary and the Service Provider shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

b) The amount that may have become due to the Service Provider on account of service already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract or from the taking over of the Service or part thereof by the Employer as the case may be, during which period the responsibility for faulty material or workmanship in respect of such service shall, under the Contract, rest exclusively with the Service Provider. This amount shall be subject to deduction of any amounts due from the Contract to the Employer under the terms of the Contract authorised or required to be reserved or retained by the Employer.

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

calling the Service Provider to cure the default within such time specified in the Notice.

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

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

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

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

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

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

## **2.13 CHANGE IN CONSTITUTION:**

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

## **2.14 TERMINATION OF CONTRACT:**

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

If the Service Provider is an individual or a proprietary concern and the individual or the proprietor dies or if the Service Provider is a partnership concern and one of the partner dies then unless, the Employer is satisfied that the legal representative of the individual or the proprietary concern

or the surviving partners are capable of carrying out and completing Contract, the Employer is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased Service Provider and/or to the surviving partners of the Service Provider's firm on account of the cancellation of Contract. The decision of the Employer/EIC in such assessment shall be final & binding on the parties. In the event of such cancellation, the Employer shall not hold the estate of the deceased Service Provider and/or the surviving partners of Service Provider's firm liable for any damages for non-completion of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.18 FORCE MAJEURE:**

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

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

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

### **Deductions shall apply as per following formula:**

Half percent (0.5%) of the contract value per week of delay subject to a maximum of ten percent (10%) of contract value.

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

## **2.20 ASSIGNMENT/SUBLET:**

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

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

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

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

**2.22 NO WAIVER OF RIGHTS:**

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

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

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

**2.24 LANGUAGE AND MEASURES:**

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

**2.25 RELEASE OF INFORMATION:**

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

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

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

**2.27 INDEPENDENT CAPACITY**

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

**2.28 NOTICE**

2.28.1 TO THE SERVICE PROVIDER: Any notice to be given to the Service Provider or his duly authorised representative at the job Site under the terms of the Contract may be served by the

Employer by facsimile / e-mail or through registered post/Courier at the address/contact information furnished by the Service Provider. Proof of issue of any such notice could be conclusive of the Service Provider having been duly informed of all contents therein.

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

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

## **2.29 CONFIDENTIALITY:**

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

## **2.30 INTELLECTUAL PROPERTY RIGHT:**

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

## **3.0 PERFORMANCE OF SERVICE**

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

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

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

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

3.2.2 If any change result in an increase in compensation payable to Service Provider or in terms of a credit to be passed on to Employer, Service Provider shall submit to EIC an estimate of the amount of such compensation or credit in a form prescribed by Employer. Such estimates shall be based

on the rates shown in the Schedule of Rates. Upon review of Service Provider's estimate, Employer shall establish and set forth in the written order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change.

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

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

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

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

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

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

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

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

### **3.6 LIMITATION OF LIABILITY**

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

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

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

### **3.7 INDEMNITY:**

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

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

- i) Service Provider shall be responsible for making good to the satisfaction of the Employer any loss or any damage to structures and properties belonging to the Employer or being executed or procured or being procured by the Employer or of other agencies within in the premises of the Employer, if such loss or damage is due to fault and/or the Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representatives or Sub-Service Providers.
- ii) The Service Provider shall take sufficient care in moving his equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the Employer or any third party including overhead and underground cables and in the event of any damage resulting to the property of the Employer or of a third party during the movement of the aforesaid equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the Employer or ascertained or demanded by the third party shall be borne by the Service Provider. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.
- iii) The Service Provider shall indemnify and keep the Employer harmless of all claims for damages to property other than Employer's property arising under or by reason of this agreement, if such claims result from the fault and/or Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representative of Sub-Service Provider.

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

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

- 4.1.1** All costs, damages or expenses which Employer may have paid or incurred, which under the provisions of the Contract, the Service Provider is liable to pay to the Employer. All such claims



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4.5 INSURANCE:**

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

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

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

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

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

- a. Employee Compensation and Employer's common law liability insurance covering liability to employees of the Service Provider under the laws of their place of employment or place of injury, arising out of injury sustained in connection with any of the services. This insurance will be extended where submitted by law, to indemnify the Employer against any statutory liability which it may incur towards injured employees of the Service Provider. A proof of the same should be submitted to EIC for liability in line with Employees Compensation Act.
- b. General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Service Provider required to fulfill the provisions under this Contract.
- c. Service Provider's Equipment/Materials/Goods used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- d. Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.

**4.5.5** Service Provider shall obtain additional insurance or revise the limits of existing insurance as per

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

#### **4.5.6 CERTIFICATE OF INSURANCE:**

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

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

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

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

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

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

#### **4.6 TAXES AND DUTIES:**

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

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

If Input Tax credit with respect to GST is not available to Employer for any reason which is not attributable to Employer, then Employer shall not be obligated or liable to pay or reimburse GST

charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such GST together with all penalties and interest if any, against any amounts paid or payable by Employer to Service Provider.

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

#### **4.7 INCOME TAX:**

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

#### **4.8 STATUTORY VARIATIONS:**

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

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

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

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

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

### **5.1 LABOUR LAWS:**

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

### **5.2 SAFETY REGULATIONS:**

- i) In respect of all labour, directly employed in the Service for the performance of Service Provider's

part of this agreement, the Service Provider shall at his own expense arrange for all the safety provisions as per safety codes of acts as applicable.

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

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

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

### **5.4 GENERAL RULES:**

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

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

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

### **5.6 PRESERVATION OF PLACE:**

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

### **5.7 ENVIRONMENT:**

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

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

- 6.1 The EMPLOYER and the CONTRACTOR shall make every effort to resolve amicably by direct

informal, good faith negotiations any disagreement or dispute arising between them under or in connection with the Contract.

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

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

#### **6.4 ARBITRATION:**

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

#### **6.5 JURISDICTION:**

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



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

Dear Sir,

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

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

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

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

Thanking you,

For IREL (India) Limited

Name -----

Designation -----

Date

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

Date:

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

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

I / We agree and undertake:

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

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

Signature.....

Name.....

Title.....

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

**Tender Acceptance Letter**

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

Date:

To,

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

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

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

Name of Tender/Work: -

Dear Sir,

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

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

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

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

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality/ entirety and agreed to supply, installation & commissioning of 75 KW roof top grid connected solar power plant meeting the technical specification.

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**FORMAT FOR CERTIFICATE FROM PRACTICING CHARTERED ACCOUNTANT FOR  
ELIGIBLE WORKS**

**Certificate from the practicing chartered accountant**

***Based on its books of accounts and other published information authenticated by it, this is to certify that ..... (name of the Bidder) was awarded by ..... (title of company) for ..... (name of supply/work).***

***The total fees received by the Bidder for the supply/work is .....***

***We further certify that the said supply/work was completed on ..... (date).***

***Name of the audit firm:***

***Seal of the audit firm:***

***Date:***

***License/registration no:***

***UDIN NO.***

***(Signature, name, designation of the authorized signatory of the audit firm)***

Signature of Authorised Signatory with seal

## Particulars of the bidder

Sl.	Particulars	Details
1.	a) Name of Bidder b) Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): c) Date of incorporation and/ or commencement of business d) Brief details about main line of business.	
2.	Bank details:- The payments to be released from IREL will be made through e-payments. The contractor has to provide the following details: <ul style="list-style-type: none"> <li>• Beneficiary name:</li> <li>• Account Number:</li> <li>• Name of the bank:</li> <li>• IFSC:</li> <li>• Nature of Account (Savings/Current/CC/OD):</li> </ul> Branch Code	
3.	Particulars of the Authorized Signatory of the Bidder <ul style="list-style-type: none"> <li>a) Name</li> <li>b) Designation</li> <li>c) Company</li> <li>d) Address</li> <li>e) Telephone Number</li> <li>f) Email address</li> </ul>	
4.	GST, PAN, ESIC and EPF no details:	

## Requirement details of tender documents

Note: The complete bid document submitted by the bidder as technical bid (Part 1) shall be duly numbered in each page. Based on the numbering done, the following table should be filled up by the bidder.

Sl.	Required Documents	(bidder should correctly fill the following column)	(Indicate page number of the bid document where related information is shown/available, so that it can be verified by IREL)
1.0	1. Incorporation certificate of the firm. 2. Signed copies of work order and satisfactory completion certificate from clients as per PQ 3. Financial capability as per PQ 4. Address proof of having functional office in Mumbai Metropolitan Region. 5. Valid ISO certification 6. Valid ESIC registration certificate. 7. Valid EPFO registration certificate.		
2.0	Particulars of the bidder		
3.0	Annexures I to VII		
4.0	Earnest Deposit Money (EMD)		

**EMD Declaration**

I have furnished a sum of Rs. 43,614/- (Rupees forty three thousand six hundred fourteen only) towards EMD vide NEFT/RTGS/DD/BG No..... dated.....

Place:

Signature of tenderer:

Full Address:

**IREL Bank Details**

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

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

Email should contain the following details

- 1) Name of the company
- 2) Transaction ID with details Bank and Branch

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

(To be issued by approved Scheduled Banks)

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

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

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

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

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

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

Notwithstanding anything to the contrary contained herein before :

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



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

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

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

Bank's Common seal

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

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

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

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

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

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

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

We \_\_\_\_\_ Bank, further agree that IREL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by IREL against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be 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 or any indulgence by IREL to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

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

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

Notwithstanding anything to the contrary contained herein before :

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

Dated the\_\_\_\_\_ day of \_\_\_\_\_20\_\_\_\_

\_\_\_\_\_Bank

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

Bank's Common seal