



आईआरईएल (इंडिया) लरलमटे (भारतसरकारकाउनक्रम)
(नहरेइंडियनरेअरअर्थसलस रलमटे), चवरा-691583, कोल्मजिरा, के रर
IREL (India) Limited (A Government of India Undertaking)
(Formerly Indian Rare Earths Limited), Chavara - 691 583, Kollam Dist., Kerala
CIN: U15100MH1950GOI008187. GSTIN: 32AAACI2799F1ZN.



1. ननविदा ननधारण घोषणा के साथ /Tender specifications including declaration



Plying of Ferry Service at Padmanabhan Jetty

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



Note:

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

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

सधन्यवाद/Thanking you,

कृत ेआईआरईएल(इंडिया) लरलमटे
 For IREL (India) Limited

DGM (Commercial)

तारीख /Date:



4. UNDERTAKING

Date:

To,

M/s. Indian Rare
 Earths Ltd., 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 Chavara.

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).....

5. DECLARATION

I/ _____ We _____ have _____ remitted _____ Rs.
 _____ (.....) towards Tender
 document cost and Earnest Money Deposit vide BG / DD No. dated.....
 and proof of which are enclosed in separate cover.

I/ We have read and understood and completely satisfied myself/ourselves of all terms and conditions of the
 tender and hereby agree to accept responsibility to carry out the supply at the rates indicated in the price
 schedule.

 Signature of the tenderer

 Full address:

Place:

Date:



6. अनबंध की सामान्य शर्तें /GENERAL CONDITIONS OF CONTRACT

6.1 Definition of Terms:

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

6.1.1 Purchaser/Company/contractee/IREL/IREL (India) Ltd.

The „Purchaser/Company/contractee/IREL/IREL (India) Ltd.“ shall mean IREL (India) Limited, Chavara Unit incorporated under the companies act, 1913 and having its registered office at Plot No. 1207, opposite to Siddhi Vinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai-400028.

6.1.2 Contractor/Supplier/tenderer/bidder

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

6.1.3 Sub-contractor

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

6.1.4 Contract

Contract shall mean and include the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, drawing specifications, Scope of Work, tender submitted by the Tenderer, including his price offer, Performance Guarantee Bond and other Bonds, Letter of Acceptance, Work/purchase/service/consultancy Order and the Contract and any communication having the effect of amendment of the contract, and the contract agreement..

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

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

6.1.7 Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC)

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

6.1.8 Representative of Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC) means any assistant of the officer /Engineer appointed from time to time by IREL (India) Ltd. to perform the duties of OIC/EIC.

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

6.1.10 Tender Specification

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

6.1.11 Contract Specification

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



6.1.12 Letter of Intent (LOI)

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

6.1.13 Site

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

6.2 OFFICER-IN-CHARGE (OIC)/ENGINEER-IN-CHARGE(EIC):

The Officer/ Engineer-in-charge shall have authority for

- General supervision, Follow up of supply and direction of the work
- direction to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract
- to reject all works and materials which do not conform to the contract

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

6.3 CONFLICT AND INTERPRETATION OF DOCUMENTS:

6.3.1 Words imparting the singular only also include the plural and vice versa where the context requires; words imparting persons include firms or corporations and vice versa where the context requires.

6.3.2 Word imparting masculine gender includes the feminine gender and vice versa where the context so requires.

6.3.3 The several documents forming the contract are to be taken as mutually explanatory of one another. In case conflicting statements or directives should occur among the contract documents, it shall be the responsibility of the successful bidder to notify IREL (India) Limited, with a copy sent concurrently to the OIC/EIC, immediately in writing and obtain instructions from IREL (India) limited to eliminate the conflict.

6.3.4 The successful bidder shall notify IREL (India) limited, with a copy sent concurrently to the EIC/OIC, promptly of any discrepancies, omissions or doubts it may have, regarding drawings, specifications or other documents. Noted or calculated dimensions shall always be followed

6.3.5 In the event of conflict between various documents forming the contract, the relevant terms and conditions of the work/purchase/service/consultancy order shall prevail over those of all such other documents forming the contract and binding on the contractor and IREL (India) Limited.

6.3.6 In case of conflict between the General Conditions of contract and the Special Conditions of the contract, the Special Conditions of contract shall prevail.

6.4 Standards

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

6.5 Scope of Order and Specifications

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



6.6 Inspection of site

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

6.7 Assignment and Subletting

6.7.1 The contractor shall not assign, sublet or transfer the contract or any part thereof or any benefit or interest therein or there under without the written consent of IREL (India) limited.

6.7.2 The contractor shall not sublet the whole or any part of the work without the written consent of IREL (India) limited and such consent, if given, shall not establish any contractual relationship between the sub-contractor(s) and IREL (India) limited and shall not relieve the contractor of any responsibility, liability, or obligations under the contract and the contractor shall be responsible for the acts, defaults or neglects of any sub-contractor or his agent or workmen.

6.8 Prices

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

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

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

6.9 Taxes, duties & levies

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

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

6.10 EMD, if any is liable to be forfeited if:

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

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

- In case of any failure whatsoever on the part of the contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.
- If the contractor indulges at any time in any subletting/ sub-contracting of any portion of the work without approval of IREL (India) limited.



6.12 Liquidated Damages (LD)

- 6.12.1** Liquidated Damages (LD) shall be levied where reasons are attributable to supplier / contractors for delays in execution of purchase order/ contract. LD shall be levied @0.5% per week or part thereof on the value of unfinished supply/work order for each week of delay subject to a maximum of 5% of the total value of contract.
- 6.12.2** Wherever the supply/work is on turnkey or having a bearing in commissioning and performance of the system in total, LD is to be imposed on total value, in such cases.
- 6.12.3** If separate period of completion is specified for certain item of work or group of items of work, at the time of issuing the order, the LD can be levied on the total value of item of work or group of items of work which are completed beyond the agreed contract period.

6.13 FORCE MAJEURE:

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

6.14 Performance test

The Contractor shall be responsible for carrying out performance tests on all equipment supplied by him and/or procured by the Purchaser as indicated in the Technical specifications covered in the Tender document, in the presence of the Purchasers representative. This responsibility shall rest with the Contractor regardless of whether the erection has been carried out by him or any other agency. On the satisfactory completion of the performance test, the Purchaser will issue an Acceptance certificate on written request from the Supplier. The date of the acceptance certificate shall be considered to be the date of satisfactory completion of the performance test.

6.15 Correspondence

All correspondence shall be in English and addressed to IREL (India) limited drawn to the attention of the officer issuing the order, unless otherwise specifically authorized.

6.16 Accident or Injury to Workmen

The Contractor shall be solely liable for any accident or injury that may happen to any of his personnel engaged in the Contract. IREL (India) limited shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any personnel



in the employment of the Contractor and the Contractor shall indemnify and keep indemnified IREL (India) limited against all such claims, damages, compensations and proceedings.

The Contractor shall forthwith report to IREL (India) limited all cases of accidents to any of his personnel and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

6.17 Compliance with Statutory and Other Regulations

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

The Contractor shall give all notices and pay all fees and taxes required to be given or paid under any Central or State statutes, ordinances or other laws or any regulations or bye-laws of any local or other duly constituted authority in relation to the contract.

6.18 Security regulations

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

6.19 Method of black listing vendors

6.19.1 Any failure by the vendor to supply/execute the contract as per order may result in black listing of vendors by the authority competent to conclude the contract. The black listed vendor shall not be considered for a minimum period of one year from the date of black listing.

6.19.2 Further the competent authority may blacklist the bidder, if the bidder changes bid either techno-commercial and / or price or withdraw his bid after receipt of the same and during the validity period of bid.

6.19.3 Further, the vendor shall be banned from doing any business with IREL (India) limited in case of :

- a. If security considerations including question of loyalty to the state so warrant.
- b. If the proprietor of the firm, its partner or representative is convicted by a court of law following prosecution for offences relating to business dealings.
- c. If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law, etc.

6.19.4 An order for ban/ suspension passed for a certain specified period shall be deemed to have been automatically revoked on expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of suspension/ban passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.

6.19.5 An order of ban on grounds of conviction by Court of Law may be revoked if, in respect of the same facts, the accused has been wholly acquitted by a court of law.

6.20 Secrecy

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

6.21 Indemnity

The contractor shall indemnify IREL (India) limited and keep IREL (India) limited indemnified to the extent of the value of free issue materials to be issued till such time the entire contract is executed and



proper account for the free issue materials is rendered and the left over/surplus and scrap items are returned to IREL (India) limited. The contractor shall not utilize IREL (India) limited's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause/result in any loss/damage to IREL (India) limited and in which case, the Contractor shall be liable to IREL (India) limited to pay compensation to the full extent of damage/loss and undertake to pay the same.

6.22 Death, Bankruptcy, etc.

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

6.23 Arbitration

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

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

If the period of 30 days has expired at any stage, stipulated in the preceding paras without any response from the Bidder before such expiry, the Bidder is deemed to have communicated his satisfaction to the decision of IREL (India) limited at the relevant stage and all his rights of further appeal or as the case may be, adjudication are deemed to have been waived once and for all. The seat of arbitration will be at Mumbai and only the appropriate Court coming under High Court of Mumbai will have jurisdiction to entertain all matters of litigation to the exclusion of all other courts.

The Bidder shall not in any way delay or default or cause to delay or default the carrying out of the works by reason of the fact that any matter has been agreed to be referred to and / or referred to Arbitration. For Global tender this clause may be modified by the competent authority on case to case basis.

6.24 Jurisdiction

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

6.25 NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:



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

6.26 RISK PURCHASE CLAUSE

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

6.27 RELATED PARTY:

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

6.28 PATENT INFRINGEMENT AND INDEMNITY:

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

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

6.29 CANCELLATION

IREL (India) Ltd. reserves the right to cancel the Purchase/work/service/consultancy Order or any part thereof and shall be entailed to rescind the contract wholly or in part in a written notice to successful tenderer if;

- Successful tenderer fails to comply with the terms of the purchase/work/service/consultancy order.
- Successful tenderer fails to convey written acceptance of the Order within 15 days of receipt at their end.
- Successful tenderer fails to deliver goods on time and / or to replace the rejected goods promptly.
- Successful tenderer becomes bankrupt or goes into liquidation.



- Successful tenderer make a general assignment for the benefit or creditors and a receiver is appointed for any of the property owned by successful tenderer fails.

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

6.30 Benefits to MSE's:

6.30.1 Micro & Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) are eligible for the following benefits:

- (a) Issue of tender document free of cost
- (b) Exemption from payment of Earnest Money Deposit (c) Price preference up to 15%.
- (d) Relaxation of prior experience / prior turnover criteria, subject to meeting of quality and technical specifications.
- (e) In case MSE participates in the TReDS Platform, they stand to get benefits. Visit <https://www.rxil.in/Home/Index> for more info.

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

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

6.30.4 It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. IREL (India) Limited is already registered on the TReDS platform. You are requested to kindly register on the TReDS platform. The MSME vendors can avail the TReDS facility if they want to.

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

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

6.33 In case of exigencies, IREL (India) Limited reserves right to release the **repeat order** with the same terms and conditions and at the rate agreed upon (after discount if any) , after considering additional business.

6.34 The contractor shall have registration of **Employees Provident Fund Organization (EPFO) and Employees State Insurance Corporation (ESIC)** and comply the requirements mentioned in **Annexure – II of SCOC.**



7. SCOC का अनबंधु - I /Annexure-I of SCOC

a. CONTRACTOR'S RESPONSIBILITIES

- i. The workers engaged by the Contractor shall not have any claim monetary or otherwise including employment against the company.
- ii. The bidder shall be responsible for arranging all resources like valloam as applicable etc. and also to maintain the equipment's in good working conditions so as to ensure smooth and safe execution of the contract.
- iii. The Contractor shall be responsible for meeting the requirements of authorities like Canal Office, Insurance for the passengers and also for the HULL which has the cover for the Third party liability from an insurance agency etc..
- iv. The contractor shall be fully responsible to ensure safety of people on board the valloam.
- v. At least 2 Nos of Life buoys / life jackets to be provided the valloam.
- vi. In the event on accidents on account of carelessness of the boat – man permitting more than 9 persons at a time or arising out of any unsafe action of the contractor / boat-man or unsafe condition of the valloam, contractor shall only be responsible and compensation claim if any thereof, should be settled by the contractor himself and shall indemnify IREL against all claims / liabilities arising out of the contract.
- vii. The Contractor shall be fully responsible to settle all the disputes relating to the wages and other benefits and other service conditions of workers engaged by him.
- viii. The Contractor shall be responsible for any damage if any caused to the company property/employees/public/private property by his equipment due to negligence of his crew/operating members or due to faulty equipment or due to faulty operations, management of the contract. The contractor shall be liable to compensate all claims arising out of such damages and the company shall stand indemnified by the contractor over such claims.
- ix. The contractor shall be responsible for the proper use and safe custody of the equipment, tools or their materials used by him. The company will not be held responsible for any damage to his equipment/appliance, if any, occurred during the operation of the contract.
- x. The equipment and crew should be insured against all risks to its operation like flood, riot etc. No claim for any damage or loss on any account can be made against M/s. IREL (India) Limited.
- xi. All maintenance and other connected work will be the Contractor's responsibility and he has to engage the required personnel, at his cost.
- xii. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring the compliance all safety laws by the sub or sub-sub contractors.
- xiii. All persons deployed by the contractor for working in site must undergo vocational training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of VT & IME.
- xiv. Every person deployed by the contractor in the site must wear safety gadgets to be provided by the contractor. If contractor is unable to provide, IREL (India) Limited shall provide the same and cost incurred will be deducted from the contractor's bill.

b. OTHER RESPONSIBILITIES

- i. The IREL (India) Limited will not be responsible for any expenses incurred towards compensation for workmen on any account. The contractor shall before commencement of work, take a workmen compensation policy with sickness benefit to cover the liability for the workmen employed by him as per workmen compensation act 1926 and shall produce the same to the IREL (India) Limited
- ii. All the workers employed for the purpose of carrying out this contract will be contractor's own workers and it will be the contractor's liability to pay the workmen all wages and all other dues whatsoever, such as minimum wages and to settle all claims under the Mines Act, workmen's Compensation Act, Payment of wages Act, Bonus Act, Provident fund Act and the rules there under amended from time to time, etc. and



other law applicable to an employer to an employer of labour. The company will not in any way be liable to pay the whole or part of the same for any reasons and any circumstances.

- iii. Should any dispute or difference arise between the Contractor and his workmen or between his workmen in relation to the employment or non-employment or terms of employment, it shall be the sole responsibility of the Contractor to settle such dispute or differences and payments, if any, made in this connection shall be borne by the Contractor.
- iv. The intending tenderers are advised to assess the conditions regarding employment of labour, wages, other benefits payable to them and the practices prevailing in the area before quoting.
- v. The contractor is advised to visit the site and familiarize with local condition, tipper movement restriction before quoting the rate-





8. SCOC का अनबंधु -II / Annexure-II of SCOC

8.1 Contract Labour (Regulation & Abolition) Act, 1970 & Rules, 1971

You shall obtain Labour License if you engage 20 or more workers on any single day and submit a copy of Labour License to Engineer-In-Charge before execution of the contract work.

You shall be responsible for disbursing every month the Minimum Wages as notified by the Ministry of Labour, Govt. of India from time to time to the workers engaged by you in the presence of Engineer-In-Charge/Authorised Representative of Principal Employer and submit a copy of Register of Wages of the particular month to Engineer-In-Charge along with your signature and that of the Engineer-In-Charge/Authorised Representative of Principal Employer (IREL (India) Ltd.) witnessing the wage disbursement.

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

8.2 **Minimum Wages Act, 1948**

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

8.3 **Employees' Provident Fund & Miscellaneous Provisions Act, 1952**

You shall obtain PF Code from EPFO for your establishment and remit the PF amounts to EPFO in respect of the workers engaged by you every month within the stipulated time limit and submit a copy of Challan and Electronic Challan Receipt (ECR) in support of PF remittance, to the Engineer-In-Charge.

8.4 **Employees' Compensation Act, 1923**

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

8.5 **Employees' State Insurance Corporation (ESIC)**

You shall submit documentary proof of registration with Employees' State Insurance Corporation (ESIC) and submit a copy of remittance from time to time to the workers engaged by you, to the Engineer-In-Charge.



**9 रोकड अंतरण केलरए बकैं विरिण/ IREL (India) Limited Bank Details for money transfer through
RTGS/NEFT.**

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

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

UTR No.

Name of the party.

Date of remittance.

Amount remitted.



10. BID SECURING DECLARATION FORM

Tender No.

Date:

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

I/we declare that:

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

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

- a) have withdrawn/ modified/ amended, impairs or derogates from the tender, my/ our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the instructions to Bidders.

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

Signed:

Name:

Address:

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

Corporate seal (where appropriate)

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



11. PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

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

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

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

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

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

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

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

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

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

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

12. PROFORMA FOR BANK GUARANTEE AGAINST PERFORMANCE GUARANTEE

WHEREAS on or about the _____ day of _____ M/s _____ (Tenderers name & address), having its registered office situated at _____ (Postal address) (herein after referred to as „The



Tenderer") entered into a contract bearing reference no. _____ dtd. _____ with _____
((Chavara unit) of M/s IREL (India) Limited, a company incorporated under Indian Companies Act having its
registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi,
Mumbai – 400 028, India (herein after referred to as IREL (India) limited), for _____ (details of order)
(herein after referred to as „The Contract“).

AND WHEREAS the Agreement provides that the tenderer shall furnish a Bank Guarantee for Rs. _____
(Rupees _____ only) being _____% (_____percent) of the total agreement value as
Guarantee for the due fulfillment by the tenderer of the terms and conditions contained in the Agreement, the
guarantee remaining valid till the 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 (India) limited stating that the amount claimed is due by way of
loss or damage caused to or that would be caused to or suffered by IREL (India) limited by reason of breach by the
said tenderer of any of the terms or conditions contained in the said Agreement or by reason of the Bidders failure to
perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due
and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an
amount not exceeding Rs. _____ (Rupees _____ only).

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

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

We _____ Bank further agree that the Guarantee herein contained shall remain in full force and
effect during the period that would be taken for the performance of the said Agreement and that it shall continue to
be enforceable till all the dues of IREL (India) limited under or by virtue of the said Agreement have been fully paid
and its claims satisfied or discharged or till IREL (India) limited certifies that the terms and conditions of the said
Agreement have been fully and properly carried out by the said bidder and accordingly discharges this Guarantee.
We also agree that the amount will be paid by us to the IREL (India) limited within three working days from the date
of demand for payment till the actual date of payment made by us.

Our Guarantee shall remain in force until and unless a demand or claim under this guarantee is made on us in
writing within six months from the expiry of the Guarantee period, we shall be discharged from all liability under this
Guarantee thereafter.

We _____ Bank, further agree that IREL (India) limited shall have the fullest liberty without our
consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the
said Agreement or to extent time of performance by the said tenderer from time to time or to postpone for any time
or from time to time any of the distributions exercisable by IREL (India) Ltd. 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 tenderer or for any forbearance, act
or omission on the part of IREL (India) limited or any indulgence by IREL (India) limited to the said tenderer or by
any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect
of so relieving us.

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

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

Dated the _____ day of _____ 201_

_____ Bank

(Signature with name in Block letters with designation,
Attorney as per distribution of Attorney No. _____ dt. _____)
Banks Common seal



13. रजस्ट्रेशन विरिण/ REGISTRATION DETAILS

Name of the firm	
PF Reg. No	
PAN	
Micro Small Medium Enterprise Reg. No	
Whether the MSME belong to SC/ST category personnel	
GST Reg.No	
Contact No.	
e-mail ID	

Note : - The contractor shall furnish

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



14. अन्य शर्तें /Other Conditions

b. Tender Cost to IREL (India) Ltd.

- Tender document cost shall be paid as per the tender basic information
- Tender document cost shall be paid to get tender document from IREL (India) Ltd.. Payment of Tender Cost shall be accepted by RTGS /NEFT in favour of IREL (India) Ltd., Chavara (refer Clause 12 for details).(Bank Charges are to be borne by bidder.
- No tender cost is required to pay in case the bidder downloads the document from the website.
- The MSME bidders can claim exemption of tender document cost as per the tender clause: 8.30
- Submission of offer without Tender Cost / Valid MSME certificate, offer shall be summarily rejected.

c. Earnest Money Deposit (EMD) to IREL (India) Ltd.

- EMD shall be paid as per the tender basic information. ii. EMD shall be paid to IREL (India) Ltd. by RTGS /NEFT in favour of IREL (India) Ltd., Chavara (refer Clause 12 for details).(Bank Charges are to be borne by bidder or by BG (Bank Guarantee) (as per format enclosed)
- The MSME bidders can claim exemption of EMD as per the tender clause: 8.30
- Submission of offer without EMD / Valid MSME certificate, offer shall be summarily rejected.
- In case, the EMD is submitted by BG, the original BG shall reach our office on or before the due date of Opening of the Bid and the details shall be uploaded along with the offer.
- No interest shall be paid on EMD. The offer without EMD in any form other than specified herein above is liable to be summarily rejected.
- EMD shall be dealt with as follows:
 - In case of unsuccessful bidder it shall be returned without any interest immediately after finalization of order.
 - In case of successful bidder it shall be adjusted without interest as Security Deposit. (SD). c)
The EMD shall be forfeited if:
 - The bid is revoked during its validity period. ii. The bidder changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
 - The bidder fails to accept the order when placed or fails to commence work after accepting the order.
 - In case bidder submits false/fabricated documents.

d. SECURITY DEPOSIT (SD):

- The successful tenderer shall furnish a SD amounting to 3 % of the contract value within 15 days of receipt of order in the form of Insurance surety bonds, Account payee demand draft, fixed deposit receipt, Banker's cheque or bank guarantee from any of the commercial bank or payment online in an acceptable form, safeguarding the purchaser's interest in all respect.
- The Security deposit shall be for the due and faithful performance/execution of the contract and will be subject to the terms and conditions finally concluded between the contractor and IREL (India) Ltd.
- The SD will be refunded on application by the contractor after satisfactory completion of the entire contract and after he has discharged off all his obligations under the contract and on production of "No Objection certificate" form the Engineer in Charge.



- iv. Should the extent or object of the contract be altered during the execution of the contract in such a way that the contract price changes by more than 10 %, then the SD shall be increased or decreased accordingly. However this does not apply to variation in contract amount due to diesel escalation clauses if provided in the tender, change in statutory duties and levies.
- v. In the event of SD getting reduced by any deductions etc, the contractor shall within 15 days thereof make good for equal amount any sum /sums which may have been deducted from his SD.
- vi. In case bidder fails to submit SD within 30 days of receipt of order, the EMD is liable to be forfeited
- vii. In case of failure on part of the contractor in performance of his part of the contract, the SD will be forfeited without any further notice.

e. PAYMENT TERMS

- i. For payments the following documents are to be submitted by the contractor to the EIC.
 - Bill
 - Labour License(as applicable) □ Wage register.
 - Workmen Compensation Policy
 - ESIC (if employees are covered under Workmen Compensation Policy they need not be covered under ESIC and vice versa.)
 - PF-Challan/ECR copy.
- ii. The payment shall be released only after submission of required documents in proof of compliance to the requirements mentioned in clause 17.5.1
- iii. All payments will be subject to deduction of income tax at source at the prevailing rates of tax as provided in the Income Tax Act.
- iv. Payments will be made through e-payment. For facilitating e-payment you have to provide
 - Beneficiary name
 - Account number
 - Name of the bank
 - IFSC
 - Nature of account (Saving/ Current/ CC/ OD)
 - Branch code

- f. **SUBMISSION OF INVOICES** Bidders shall ensure submission of GST Invoice as per the prescribed formats by the statutory authorities indicating both bidder as well as IREL (India) Ltd. GST Reg.No. (32AAACI2799F1ZN) so to enable IREL (India) Ltd. to avail Input Tax Credit.

g. TENDER SUBMISSION:

The Tender shall be submitted as per the following:

h. TECHNO COMMERCIAL BID:

All the tender terms to be agreed as per the requirement in **tenderer's response**.

i. PRICE BID: shall contain only the **Price**

- i. The rates offered will be excluding GST. GST at applicable rate will be paid extra as per the prevailing rules
- ii. Rate quoted in the tender should be firm.



iii. The Tenderer shall fill up the appropriate price Schedule

j. **VALIDITY OF BID:**

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

k. **ACCEPTANCE OF TENDER:**

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

I. AMENDMENTS

- i. At any time, prior to the last date for submission of tenders, **IREL (India) Ltd. reserves the right to amend and modify the tender document.**
- ii. The amendment so carried out shall form part of the main tender and shall be binding upon the Tenderers. IREL (India) Ltd. may at their discretion, extend the last date for submission of the Bid, to enable the Bidders to have reasonable time to submit their Bid after taking into consideration such amendments.



15. Qualification criteria of bidders

Experience

- a) Bidders should have experience in Plying of ferry service
- b) The bidder shall produce ownership details /consent letter from the owner for the vallom

Experience : The bidder should produce copy of work orders of IREL (India) Limited, Chavara / M/s KMMML Chavara Or Copy of experience certificate from President / Member of Local Gramapanchayath / Village authority.

Signature of tenderer



16. ननववदा की अनसु चीर्/SCHEDULE OF TENDER (SOT)

Sl No	Particulars	
16.1	Name of Work	Plying of Ferry Service at Padmanabhan Jetty
16.2	Type of Tender	Public Tender (Single part)
16.3	Estimated Contract Value including Taxes	Rs. 1,77,000/- (including GST)
16.4	Tender Event No.	IREL /Chavara/22-23/T.No.146
16.5	Start Bid date and Time	08-12-2022 at 18.00 Hrs.
16.7	Close Bid date and Time	21-12-2022 at 14.30 Hrs.
16.8	View Tender Time	08-12-2022 at 17.00 Hrs.
16.9	Date of Pre-Bid Time	NA
16.10	Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	21-12-2022 at 15.00 Hrs.
16.11	Tender Cost to IREL (India) Limited,	Nil
16.12	Earnest Money Deposit to IREL (India) Limited,	Nil
16.13	<u>PQ Criteria</u> <u>Experience</u> a) Bidders should have experience in Plying of ferry service b) The bidder shall produce ownership details /consent letter from the owner for the vallom <u>For Experience:</u> The bidder should produce copy of work orders of IREL (India) Limited, Chavara / M/s KMML Chavara Or Copy of experience certificate from President / Member of Local Gramapanchayath / Village authority.	
16.14	Security Deposit	As per Clause 14.4
16.15	Schedule of payment:	As per Clause 14.5
16.17	Period of contract	As per Clause
16.18	L.D	As per Clause
16.19	Penalty	As per Clause

कृत ेआईआरईएर(इंडिया) लरलमटेड

For IREL (India) Limited

DGM (Commercial)



17. अनबंधु की ववशषे शर्तें /SPECIAL CONDITIONS OF THE CONTRACT

17.1 Scope of the work: -

Providing 1 no. of good leak proof vallom and it should be sufficiently large enough for accommodating nine (9) persons at a time.

17.2 Terms and Conditions

- 17.2.1 Good leak-proof vallom should be provided and it should be sufficiently large enough for accommodating 9 persons at a time.
- 17.2.2 The successful contractor has to take license for the vallom from the canal office and should possess the insurance coverage for the passengers and also for the HULL which has the cover for the Third party liability from an insurance agency. Before commencing the work, the contractor should submit the license & insurance details for the vallom.
- 17.2.3 It shall be the responsibility of the contractor to ensure safety of people on board the vallom. The contractor has to provide at least two lifebuoys in the vallom. In the event of accidents on account of carelessness of the boat – man permitting more than 9 persons at a time or arising out of any unsafe action of the contractor/boat-man or unsafe condition of the vallom, the contractor shall only be responsible and compensation claim if any thereof, should be settled by the contractor himself and shall indemnify IREL against all claim/ liabilities arising out of the contract.
- 17.2.4 The vallom should be made available round the clock as directed by the plant officials, failing which, the company reserves the right to cancel the contract.
- 17.2.5 The rules and regulations existing in the company and terms and conditions of our tender notice shall also be applicable to this contract.
- 17.2.6 Period of contract will be for a period of one year from the date of commencement of work. IREL reserves the right to extend the period of contract for six more months on same rate terms and conditions

17.3 Quantity: As per price schedule

17.4 Schedule of Payment:

- 17.4.1 The payment will be made within 30 days on monthly prorata basis against the submission of invoices and certification by Engineer-In-Charge.
- 17.4.2 In case of failing to operate the ferry on a particular day, the amount will be deducted on pro- rate basis. In addition to that a minimum penalty of Rs.500/- will be deducted from the bill..

17.5 Period of Contract:

- 17.5.1 The work shall be commenced within 7 days from the date of receipt of the order.
- 17.5.2 Period of contract will be **six months** from the date of commencement of the work.
- 17.5.3 IREL(India) Limited reserves the right to extend the contract for another period of **six months** at the same rate, terms and conditions of the work order
- 17.5.4 IREL(India) Limited reserves the right to terminate the contract without assigning any reason by giving two weeks" notice and no claim for any loss or damage or compensation for such termination of contract shall be payable by the Company or maintainable against the Company.

17.6 Evaluation

Evaluation will be done overall L1 basis as per the price offered in **Price Schedule**.

17.7 Award of Contract:

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

a. Contact Persons for this tender:

	Name	Telephone	Email.id
1	Sri. C.Sunder, CM(Mining)	0476-2088324	mining-ch@irel.co.in

कृत ेआईआरईएल(इंडिया) लरलमटे,
For IREL (India) Limited

DGM (Commercial)



18 मल्य अनूसु ची/Price Schedule:

No.	Document details	Quantity in months	Rate (Rs.) per month (In figures)	Rate (Rs.) per month (In words)
1.	Plying of Ferry Service at Padmanabhan Jetty	6	a	

Shall include all duties and taxes, except GST.

Evaluation is based on L1 basis and the L1 amount = 6 x a

DECLARATION:

1. We have fully read and understood and completely satisfied myself/ourselves of the conditions set forth under the tender and accept the responsibility to carry out the work at the rates mentioned above.
2. I/We have studied the site requirements and held discussions with all concerned regarding employment of local people and the wages and other benefits to be made to facilitate smooth execution of the contract and the rate quoted is after taking in to consideration all such costs.

Place: -

Signature

Date