



आईआरईएल) इंडिया (लिमिटेड  
**IREL (India) Limited**  
(Formerly Indian Rare Earths Limited)  
(भारत सरकार का उपक्रम)  
(A Government of India Undertaking)

CIN : U15100MH1950GOI008187 Website : www.irel.co.in



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

### Schedule of EOI

EOI No.	12-E-5227
Item/ Job Description	EOI for the Empanelment of a Structural Design Agency at IREL OSCOM.
CPP Tender ID	2026_IREL_282285_1
Tendering Mode	Proposal submission utilizing E-Procurement System of CPP Portal <a href="https://etenders.gov.in/eprocure">https://etenders.gov.in/eprocure</a>
Date of Starting of e-Tendering event	<b>29/06/2026 17:00 Hrs</b>
Date of starting of Online Pre-Bid Meeting/VC (Request for sharing link to be sent by mail latest by 13:00 pm on 09-07-2026)	<b>09/07/2026 14:00 Hrs</b>
Date of closing of online e-Tendering for submission of EoI	<b>20/07/2026 14:00 Hrs</b>
Date & time of opening of EoI	<b>21/07/2026 14:30 Hrs</b>
Earnest Money Deposit (EMD) : Refundable & Payable to IREL(India)Limited	<b>@2% on order value(After Empanelment)</b>
Intimation of the empanelled Vendors list for the upcoming project.	Shall be informed Separately.
Issue & Receipt of price bids for upcoming projects to empanelled bidders	Shall be informed Separately.
Contract Period	Five (05) years from the date of declaration of empanelment by IREL
Delivery/Completion Period	As stipulated in the respective assignments

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

### 1 INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>.

### REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) The bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### Contact person of IREL (India) Limited, (OSCOM Unit)

#### A) Technical Persons

Name	email-id	Mobile No.
Shri V Prasath, Manager-Tech(Civil)	<a href="mailto:vprasath@irel.co.in">vprasath@irel.co.in</a>	+91 79784 81681

#### B) Commercial Persons

Name	email-id	Mobile No.
Shri P Madhu Mohan Babu, DGM - Technical (Commercial/Purchase)	<a href="mailto:pmadhumohanbabu@irel.co.in">pmadhumohanbabu@irel.co.in</a> <a href="mailto:purchase1-os@irel.co.in">purchase1-os@irel.co.in</a>	+91 99690 77484
Smt. Sweta Kumari Sinha, Manager-Tech(Purchase)	<a href="mailto:sksinha@irel.co.in">sksinha@irel.co.in</a>	+91 9692495746

#### NB:

- ***Bidders may please note that they are required to upload all the documents as called for in the tender document in order to enable them to be eligible for selection of prospective bidders.***

## **SEARCHING FOR TENDER DOCUMENTS**

- 1) There is various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please take note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) The bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, these documents can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with a black and white option which helps in reducing the size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be solely responsible for delay in submission due to any other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidders are requested to note that they should necessarily submit their financial bid in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled out by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 4) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6) The uploaded tender work documents become readable only after the tender opened by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings

## INSTRUCTION TO BIDDERS

**IREL (India) Limited** (IREL) invites e-tenders on online mode as per the indicative scope of work Expression Of Interest (EOI) for Empanelment of a Structural Design Agency at IREL OSCOM mentioned in this bid.



**a) Contact details:** DGM – Tech (Commercial/Purchase),  
IREL (India) Limited, OSCOM  
P.O.: Matikhalo, District: Ganjam-761045, Odisha  
**Email:** [purchase1-os@irel.co.in](mailto:purchase1-os@irel.co.in) & [pmadhumohanbabu@irel.co.in](mailto:pmadhumohanbabu@irel.co.in)

**Firms, companies or other body corporate, submitting the tender should attach with the tender, a duly certified copy of the authority of the person signing the tender to bind the firm, company or body corporate, as the case may be, for fulfilling the contract.**

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

### 1.0 SUBMISSION OF EOI:

Bidders should submit the duly filled in **EOI** along with relevant supporting documents and signed copy of the bid complete in all respect as per the instructions for submission of online bid.

#### (A) EOI Submission format:

- a. Cover letter illustrating the Authorized Official's signature.
- b. Offer Document Illustrating Organizational Profile with relevant Experience and capacity to undertake the task. (please attach documentary proof as Annexure)
- c. Relevant Project Experience including
  1. a. Certificate of incorporation or registration as sought in PQ criteria etc.
  - b. Pan No./ITRs Service Tax Registration No.
  - c. Organizational Structure
  - d. Audit Statements for last three Financial Years- 2022-23 ,2023-24 and 2024-25
  - e. Any other Document that is needed for Assessment & Evaluation

#### (B) Pre- Condition to Selection

- (i) All proposals/documents received shall be evaluated for the EOI stage.
- (ii) Shortlisted firms or organizations after EOI shall be invited to submit their financial bids for providing structural consultancy services for IREL, OSCOM projects through online bidding
- (iii) IREL shall have rights to select a firm or reject on the basis of the above selection criteria and this shall be done at the sole discretion of IREL.

### 2.0 TENDER OPENING:

**EOI** will be opened on the specified date of opening. In case any of the days mentioned in the Tender is declared as a holiday on any account due to unforeseen reason(s), the said date shall automatically be substituted by the date of next working day.

### 2.1 SCRUTINY AND EVALUATION OF TENDERS

The EOI is to be opened in the first instance, at the prescribed time and date as indicated in the bid. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the tender document.

Tenders will be evaluated on the basis of the terms & conditions incorporated in the tender document, based on which tenders have been received and the terms and conditions etc. mentioned by the tenderers in their tenders. The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.

**2.2 MINOR INFIRMITY/IRREGULARITY/NON-CONFORMITY:**

If during the evaluation, any minor infirmity and/or irregularity and/or non-conformity is found in a tender, IREL will convey its observation on such 'minor' issues to the tenderer by registered/speed post/courier/e-mail/fax etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point/ issue in clear terms, then the tender will be liable to be ignored.

**3.0 AMENDMENTS TO BIDDING DOCUMENTS:**

IREL, at its discretion, may extend the due date for submission of bids and also make changes to EoI. Any future corrigendum/amendments/alterations/modifications to this tender shall be published in website <https://irel.co.in> and <https://etenders.gov.in/eprocure/app> only. The prospective bidders are requested to visit these websites from time to time to take note of any updates and submit their bid/quote accordingly.

**4.0 TENDER DOCUMENT COST (TDC):**

The tender documents are made available in websites <https://irel.co.in> & <https://etenders.gov.in/eprocure/app> for enabling the bidder to download at the same free of cost.

**5.0 RIGHT TO REJECT THE TENDER:**

(a) IREL reserves the right to reject any EoI whatsoever without assigning any reason thereof.

(b) IREL reserves the right to modify/ add/ reduce the scope, either in whole or in part any of the clauses mentioned herein without assigning any reason thereof.

Further IREL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b. consult with any Bidder in order to receive clarification or further information;
- c. pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- d. retain any information and/ or evidence submitted to IREL by, on behalf of, and/ or in relation to any Bidder; and/ or
- e. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder

It shall be deemed that by submitting the Bid, the Bidder agrees and releases IREL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all

rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

**6.0 INSPECTION OF SITE AND OTHER CONDITIONS:**

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

- (a) Before the tenderer submits the offer, the tenderer is deemed to have carefully examined, General and Special Conditions of Contract and other details relating to tender requirement and fully acquaint himself as to all conditions and matters which may in any way affect the work or the cost thereof. The bidder shall be deemed to have obtained on his own and independently all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.
- (b) IREL shall not entertain any request for clarifications from the bidders regarding such local conditions. Any neglect or omission or failure on the part of the bidder in obtaining necessary and reliable information as stated above or on any other matter affecting the bidder shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the tender document.
- (c) The bidder shall be deemed to have acquainted himself with the Indian Income Tax Act, 1961, Indian Companies Act, 1956, Indian Customs Act, 1962, Indian Electricity Act 2003, Factories Act 1948, Indian Mines Act 1952, Central/State Pollution Control Regulation/guidelines and other related Acts & Laws prevalent in India and as amended from time to time.

**7.0 NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:**

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

**8.0 RISK PURCHASE CLAUSE**

After award of the contract, if the tenderer fails to execute the work as per tender or at any time repudiates the order, IREL have the right to forfeit the EMD and invoke the security deposit and execute the order through 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.

**9.0 RELATED PARTY:**

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

**10.0 LEGAL JURISDICTION:**

Only the Civil Courts of Chatrapur-761 020 Dist. Ganjam (Orissa) shall be the jurisdiction to deal with and decide upon any legal matters of dispute whatsoever arising out of this order.

In case of any clarifications w.r.t the tender, Email may please be forwarded vide Email to [purchase1-os@irel.co.in](mailto:purchase1-os@irel.co.in).

## **11.0 PROPRIETARY DATA**

All documents and other information supplied by IREL or submitted by a Bidder to IREL shall remain or become the property of IREL. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. IREL will not return any Bid, or any information provided therewith.

## **12.0 Earnest Money Deposit:**

- 12.1 Earnest Money Deposit (EMD) is a deposit received from the tenderers in token of their earnestness in submitting their offer to undertake the supplies/ works/ services/ consultancy contracts and conclude a contract if entrusted to them on the basis of their tender.
- 12.2 For the present tender the amount of EMD to be submitted is mentioned in the schedule of tender. No interest shall be paid on EMD.
- 12.3 Offers received without EMD shall be summarily rejected except for the bidders for whom provision for exemption is provided in the tender.
- 12.4 EMD can also be remitted by way of RTGS/NEFT / Demand Draft/ Bankers cheque or Bank guarantee drawn in favor of IREL (India) Limited payable on SBI, IRE Ltd Campus Branch, Matikhalo (Branch code 6086)/ Indian Bank, Konamana Branch, OSCOM Complex, Matikhalo-761045, Dist-Ganjam (Branch code 1830).
- 12.5 EMD can also be submitted in the form of an irrevocable and confirmed Bank Guarantee valid for 120 days from the date of opening of the bid. The Bank Guarantee shall be from State Bank of India including its subsidiaries or any Nationalized Bank or a Scheduled Bank authorized by Reserve Bank of India to issue such Bank Guarantee on a non-judicial stamp paper of value of Rs.200/- (Rupees Two Hundred Only). The stamp paper shall be purchased in the name of the Bank. In case of Foreign Bidder, the same shall be from reputed commercial bank of the bidder's country acceptable to IREL(India)Limited/ Reserve Bank of India which has to be confirmed by State Bank of India including its subsidiaries or any Nationalized Bank in India. BG issued from Co-operative banks shall not be accepted. The BG is to be submitted strictly as per Format-I of Annexure enclosed with this tender document. The Bank Guarantee for EMD shall also have provision for extension by the banker upon request by the bidder. The bidder shall arrange for extension of validity upon request from IREL(India)Limited. Further, the genuineness of the BG's shall be checked from the issuing bank by us.

## **12.6 Exemption from payment of EMD:**

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

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

## **12.7 The earnest money shall be dealt with as follows:**

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

**12.8 EMD is liable to be forfeited if:**

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

**13.0 SECURITY DEPOSIT, PERFORMANCE BANK GUARANTEE & RETENTION MONEY**

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

**Note: If successful bidder did not remit SD within 14 days of receipt of order, Penalty of 10% per annum shall be levied for delayed remittance of security deposit.**

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

**13.1 Exemption from payment of SD:**

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

**13.2 FORFEITURE OF SECURITY DEPOSIT**

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

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

**14.0 Bank details**

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

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

The bidders are requested to communicate the UTR No. and E-tender No and Name of the remitter by Fax or Email to IREL(India)Limited in Email ID : [purchase1-os@irel.co.in](mailto:purchase1-os@irel.co.in)

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

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

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

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

<p><b>Chairman &amp; MD</b> IREL(India)Limited 1207 VS Marg,Prabhadevi Mumbai 400 028 Ph.022-24225778 Email: <a href="mailto:cmd@irel.co.in">cmd@irel.co.in</a></p>	<p><b>Chief Vigilance Officer</b> IREL(India)Limited 1207 VS Marg,Prabhadevi Mumbai 400 028 Ph.022-24221068 Email: <a href="mailto:cvo@irel.co.in">cvo@irel.co.in</a></p>
<p><b>Sri CVR Murty,</b> <b>GM &amp; Head, OSCOM</b> IREL(India)Limited, OSCOM, PO-Matikhalo, Dist-Ganjam, Orissa-761045. Ph: 06811-257890-95 Email: <a href="mailto:head-ireo@irel.co.in">head-ireo@irel.co.in</a></p>	

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

Thanking you,  
For IREL(India)Limited,

**Sd/-**

**DGM-T (Commercial/Purchase)**

## EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF STRUCTURAL DESIGN AGENCY

**Authority:** IREL (India) Limited, OSCOM, Chatrapur, Odisha.

**Services:** Civil & Structural Works Including Major/Minor Additions, Alterations, and Repairs.

**Mode of Engagement:** Job-Specific Assignment Basis.

**Duration of Consultancy:** 5 Years

### 1. Introduction & Project Context

#### 1.1 Objective & Intent

IREL (India) Limited intends to engage an experienced structural engineering consultant for providing consultancy services related to structural design, structural health assessment, stability evaluation, rehabilitation/retrofitting recommendation, proof checking, and associated engineering services for existing and proposed structures within its plant and colony.

#### 1.2 Asset Profile & Environment

Bidders must note the unique and challenging operational environment of this contract:

- **The Plant Area:** Comprises Reinforced Cement Concrete (RCC) and steel structures, process buildings, equipment supporting structures, pipe racks, heavy foundations, industrial sheds, and allied structures.
- **The Colony Area:** Consists mainly of RCC/Masonry residential quarters, school buildings, and other civil utility structures.
- **Asset Age:** Most of the plant and colony structures stated above are approximately **40 years old**, requiring advanced diagnostic evaluation and specialized retrofitting design.
- **Operational Scope:** The empanelled consultant shall provide comprehensive engineering services for **both existing structures and upcoming new constructions** wherever required.

### 2. Detailed Scope of Services

Empanelled agencies shall execute any or a combination of the following technical tasks under two distinct categories:

#### 2.1 Category A: Existing Structures

- **Structural Analysis & Design Verification:** Perform rigorous checking of existing RCC and steel structures under the following conditions:
  - Existing loading conditions
  - Revised loading conditions
  - Equipment modifications and mechanical upgrades
  - Addition of floors, mezzanine levels, or process platforms
  - Seismic and wind load compliance matching modern environmental safety factors
  - Verification of structural adequacy as per the latest relevant Indian Standard (IS) codes
- **Analytical Modeling:** Preparation of advanced analytical computer models using recognized, industry-standard structural software (e.g., STAAD.Pro, ETABS, SAP2000).
- **Substructure Evaluation:** Geotechnical verification and checking of foundations for additional loading or altered soil-bearing conditions.
- **Dynamic Loading Evaluation:** Engineering evaluation of heavy industrial structures subjected to severe machine vibration and dynamic loading.
- **Diagnostics & Remediation:**

- Conduct engineering inspections, Non-Destructive Testing (NDT), and stability audits of aging buildings.
- Recommendation of suitable repair and rehabilitation methodologies for distressed, carbonated, or corroded structures.
- **Strengthening Schemes:** Design and precise structural detailing for strengthening measures such as concrete jacketing, pressure grouting, steel section strengthening, and advanced corrosion protection systems.
- **Execution Monitoring:** Supervision and technical inspection during the execution of rehabilitation works whenever required.

## 2.2 Category B: New Construction

- **Design Basis Report (DBR):** Preparation of foundational DBRs outlining design codes, load cases, material grades, and engineering assumptions.
- **Structural Design & Drawings:** Complete structural design of new construction along with detailed engineering blueprints, construction-ready structural drawings, and connection details.
- **Fabrication & Component Detailing:** Delivery of exact Bar Bending Schedules (BBS) and structural steel fabrication drawings.
- **Specifications & Estimates:** Drafting of technical specifications, Rate Analysis, detailed cost estimates, and Bill of Quantities (BOQ) conforming to CPWD or IS specifications.
- **Geotechnical Integration:** Review of geotechnical investigation reports and engineering formulation of foundation recommendations.
- **Vetting & Proof-Checking:** Vetting and proof-checking of designs prepared by other external third-party agencies, if required.

## 2.3 Quality Control & Institutional Vetting Coordination

- **Periodic Site Inspection:** The design consultant shall carry out periodic site inspections during construction or repair works, review execution quality, verify compliance with approved drawings, and issue formal structural stability clearance certificates post-completion.
- **Third-Party Institutional Vetting:** If required by IREL, the empanelled agency shall be fully responsible for getting all final structural modification designs, retrofitting blueprints, and structural stability methodologies vetted and proof-checked by an Indian Government Technical Institute (e.g., IITs, NITs, or Government Engineering Colleges). The agency must address all technical queries raised by the vetting institute and secure their formal stamp of approval prior to final submission to IREL OSCOM.

## 3. Minimum Eligibility Criteria (Pre-Qualification Criteria)

Bidders must meet all historical and statutory thresholds to qualify for technical evaluation:

Criterion	Requirement Details
<b>Legal Status</b>	Registered single business entity incorporated in India (Company, Partnership, or LLP) with at least <b>10 years</b> of core operations in civil or structural engineering consultancy.
<b>Financial Turnover</b>	Average annual financial turnover derived strictly from professional consultancy fees must be a minimum of <b>₹10 Lakhs</b> over the last three consecutive audited financial years.

<b>Project Track Record</b>	Successful completion of at least one structural consultancy, design, or health audit project for Government Departments, CPSUs, State PSUs, or publicly listed private entities within the past 5 financial years, matching any of the following parameters: <ul style="list-style-type: none"> <li>• <b>One work order</b> valued at not less than <b>₹5.00 Lakhs</b>, OR</li> <li>• <b>Two work orders</b> valued at not less than <b>₹3.15 Lakhs</b> each, OR</li> <li>• <b>Three work orders</b> valued at not less than <b>₹2.50 Lakhs</b> each.</li> </ul>
<b>Contextual Validity</b>	Past project scope must explicitly include structural assessment, design of additions/alterations, or repair schemes. Work orders must be backed by client-issued completion certificates or a Chartered Accountant Certificate bearing a valid Unique Document Identification Number ( <b>UDIN</b> ).
<b>Statutory Compliance</b>	Valid Indian PAN registration, up-to-date GSTIN documentation, and an unblemished corporate record showing no history of debarment or blacklisting by any Government body or PSU.

#### 4. Key Personnel & Team Expertise

The empanelled agency must maintain the following multi-disciplinary engineering roster on its permanent payroll. The credentials of these key personnel will be directly evaluated and scored:

- **Principal Structural Consultant (Team Lead)**
  - **Education:** Bachelor's Degree (B.E./B.Tech) in Civil Engineering with a Master's Degree (M.E./M.Tech) in Structural Engineering.
  - **Experience:** 10–15 years of industry experience in proof-checking, industrial repairs, or heavy foundation retrofitting design.
  - **Special Requirement:** Must have successfully coordinated and secured technical approval for at least one major industrial design project through an IIT/NIT/Government Technical Institution vetting process.
- **Senior Repair & Rehabilitation Auditor**
  - **Education:** Graduate (B.E./B.Tech) in Civil Engineering.
  - **Experience:** Minimum of 7 years of field audit experience.
  - **Special Requirement:** Specific expertise in evaluating NDT test reports, structural health metrics, and preparing BOQs for rehabilitation works.
- **Structural Draftsman / Support Roster** (*Required for roster compliance; excluded from direct point scoring*)
  - **Education & Experience:** Diploma in Civil Engineering / Draftsmanship with over 5 years of experience in creating reinforcement layouts and industrial facility blueprints.

#### 5. Technical Evaluation Matrix & Scoring Methodology

Submissions meeting all preliminary Pre-Qualification Criteria (PQC) will be scored based on the following **100-point matrix**:

<b>Pillar &amp; Max Points</b>	<b>Evaluation Criteria Sub-Components</b>	<b>Tiered Sizing Logic &amp; Point Bracket Breakdown</b>	<b>Max Points</b>
<b>1.0 Project Experience</b> (50 Points Max)	<b>1.1 Scale of Top Work</b> (Highest contract value)  <b>Note -Maximum 25 Points for 1.1</b>	• Tier 1: Single contract value from ₹2.5 Lakhs to ₹5 Lakhs.	12 pts
		• Tier 2: Single contract value from ₹5.01 Lakhs to ₹10 Lakhs.	18 pts
		• Tier 3: At least one single contract value exceeds ₹10.01 Lakhs	25 pts

	<p><b>1.2 Volume of NDT / Audits</b> (Completed structural health logs)</p> <p><b>Note -Maximum 15 Points for 1.2</b></p>	<ul style="list-style-type: none"> <li>• Tier 1: 2 to 3 distinct plant/building audit reports submitted</li> <li>• Tier 2: 4 to 6 distinct plant/building audit reports submitted</li> <li>• Tier 3: 7 or more distinct structural health audits submitted</li> </ul>	<p>5 pts</p> <p>10 pts</p> <p>15 pts</p>
	<p><b>1.3 Heavy Industrial Exposure</b> (Facility environment risk)</p> <p><b>Note -Maximum 10 Points for 1.3</b></p>	<ul style="list-style-type: none"> <li>• Tier 1: Structural designs for standard commercial buildings/warehouses</li> <li>• Tier 2: Active operational structures for State Govt/PSUs</li> <li>• Tier 3: Core structural experience in heavy mining, CPSU, or nuclear plants</li> </ul>	<p>3 pts</p> <p>7 pts</p> <p>10 pts</p>
<p><b>2.0 Key Personnel</b> (25 Points Max)</p>	<p><b>2.1 Principal Structural Consultant</b> (Team Leader Profile)</p> <p><b>Note -Maximum 15 Points for 2.1</b></p>	<ul style="list-style-type: none"> <li>• Tier 1: M.Tech + 10 to 12 years tenure + 1 verified institutional vetted project.</li> <li>• Tier 2: M.Tech + 13 to 15 years tenure + 1 verified institutional vetted project.</li> <li>• Tier 3: M.Tech + 15+ years experience OR Ph.D. + 1 verified institutional vetted project.</li> </ul>	<p>5 pts</p> <p>10 pts</p> <p>15 pts</p>
	<p><b>2.2 Senior Repair Auditor</b> (Diagnostic Engineer Profile)</p> <p><b>Note -Maximum 10 Points for 2.2</b></p>	<ul style="list-style-type: none"> <li>• Tier 1: B.E. (Civil) + 7 to 9 years NDT/rehab field work.</li> <li>• Tier 2: B.E. (Civil) + 10 to 12 years NDT/rehab field work.</li> <li>• Tier 3: B.E. + 12+ years field work OR Certified NDT Level-II/III</li> </ul>	<p>3 pts</p> <p>7 pts</p> <p>10 pts</p>
<p><b>3.0 Financial Soundness</b> (15 Points Max)</p>	<p><b>3.1 Average Annual Turnover</b> (Consultancy fees last 3 FYs)</p> <p><b>Note -Maximum 15 Points for 3.1</b></p>	<ul style="list-style-type: none"> <li>• Tier 1: Average turnover from ₹10 Lakhs to ₹15 Lakhs.</li> <li>• Tier 2: Average turnover from ₹15.01 Lakhs to ₹30 Lakhs.</li> <li>• Tier 3: Average annual turnover exceeds ₹30 Lakhs</li> </ul>	<p>5 pts</p> <p>10 pts</p> <p>15 pts</p>
<p><b>4.0 Local Setup</b> (10 Points Max)</p>	<p><b>4.1 Proximity &amp; Mobilization</b> (Physical footprint)</p> <p><b>Note -Maximum 10 Points for 4.1</b></p>	<ul style="list-style-type: none"> <li>• Tier 1 : Active office outside Odisha (within India).</li> <li>• Tier 2: Active office inside Odisha.</li> </ul>	<p>5 Pts</p> <p>10 pts</p>

## 6. Special Administrative Clauses

### 6.1 Mandatory Technical Threshold Clause

Consultants must achieve a minimum scoring benchmark of **60% (60 out of 100 points)** in this technical matrix to qualify for formal empanelment. Price proposals or limited tenders will exclusively be collected from this qualified cohort during individual project execution calls. Any data found to be patently false will result in immediate disqualification, forfeiture of any security deposits, and corporate debarment/blacklisting.

### 6.2 Institutional Vetting Fees & Turnaround Time

- **Vetting Fee Settlements:** The statutory checking fees charged by the Indian Government Technical Institutions (IITs/NITs) shall be paid initially by the empanelled agency. IREL OSCOM will reimburse these actual institutional fees upon submission of the official fee receipt and the final vetted/stamped report. No administrative markup or handling charges by the agency will be entertained.
- **Turnaround Time (TAT):** The agency must ensure that the vetting process is completed within **21 calendar days** from the date of initial design finalization, unless an extension is granted in writing by IREL due to complex technical queries.

### 6.3 Mode of Engagement & Tenure

- **Job-Specific Assignments:** Empanelment does not guarantee a minimum workload. The consultant will be engaged on a specific job-by-job assignment basis as decided by IREL management.
- **Contract Duration:** The empanelment panel shall remain valid for an initial period of **one (1) year**. IREL reserves the right to extend this period based on the consultant's performance, project timelines, and ongoing organizational requirements.

## 7. Conflict of Interest & Integrity Pact

7.1 Independent Vetting: To maintain absolute objectivity, the empanelled agency shall have no financial, administrative, or personal ties with the designated personnel of the vetting Government Institutes. All vetting fees shall be routed transparently as approved by IREL OSCOM.

7.2 Downstream Exclusion: The empanelled agency, its parent company, subsidiaries, or joint-venture partners shall be strictly disqualified from participating as bidders, contractors, or sub-contractors for the execution of any civil, repair, or retrofitting works stemming from the blueprints, designs, or BOQs prepared by them under this empanelment.

7.3 Professional Neutrality: The bidder must provide professional, objective, and impartial advice. They must always hold the paramount safety of the plant structures above any commercial considerations. Bidders must disclose any current assignments within IREL that may cause a conflict.

## 8. Document Submission Checklist

Bidders must submit clear, self-certified digital copies of the following records via the online e-procurement portal:

- **Annexure 1:** Filled Bidder Profile and Organizational Setup Logs.
- **Annexure 2:** Signed and sealed Tender Terms and Conditions Acceptance Letter.
- **Annexure 3:** Technical Capacity Log (Details of Structural Engineering assignments including past institutional vetting certifications).
- **Annexure 4:** Self-certified Non-Blacklisting Declaration on corporate letterhead.
- **Legal Status Proof:** Certificate of Incorporation, Partnership Deed, or LLP Agreement proving a minimum of 10 years of operations.
- **Statutory Registrations:** Copy of valid Indian PAN Card and GSTIN Certificate.

- **Financial Credentials:** Audited Balance Sheets and Profit & Loss statements for FY 2022-23, FY 2023-24, and FY 2024-25, certified by a Chartered Accountant with a valid UDIN.
- **Experience Credentials:** Copies of formal Work Orders/Letters of Award along with corresponding Client Completion Certificates or payment receipts.
- **Vetting Evidence:** Copy of at least one structural report cover page or engineering drawing bearing the official vetting stamp/signature of an IIT, NIT, or Government technical college.
- **Human Resource Proofs:** Updated CVs, academic degree certificates, NDT certifications (if applicable), and permanent payroll proofs of the proposed Principal Structural Consultant and Senior Repair Auditor.
- **Local Office Proof:** Utility bill (Electricity/Landline) or registered lease agreement of the local office setup in Odisha / Ganjam District.

**ANNEXURE 1: BIDDER PROFILE & ORGANISATIONAL SETUP LOG***(To be submitted on the Bidder's Letterhead)*

Ref No: \_\_\_\_\_

Date: \_\_\_\_\_

To,  
**The Head of Purchase / Tender Inviting Authority**  
IREL (India) Limited, OSCOM,  
Chatrapur, Ganjam, Odisha – 761045

**Sub: Submission of Bidder Profile for Empanelment of Structural Design Agency.**

Tender/EOI Ref No: \_\_\_\_\_

Sl. No.	Core Information Field	Bidder Response Details
1	Name of the Legal Entity	
2	Registered Legal Status	<input type="checkbox"/> Public Ltd <input type="checkbox"/> Private Ltd <input type="checkbox"/> Partnership <input type="checkbox"/> LLP
3	Year of Incorporation / Commencement	<i>(Attach Certificate of Incorporation)</i>
4	Head Office Address	
5	Odisha Local Office Address	<i>(Specify if located inside Ganjam District)</i>
6	Contact Person Name & Designation	
7	Official Email ID & Contact Number	
8	Permanent Account Number (PAN)	<i>(Attach self-certified copy)</i>
9	GST Registration Number (GSTIN)	<i>(Attach self-certified copy)</i>
10	Total Number of Permanent Engineers	Civil: _____ Structural: _____

Authorized Signatory Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature &amp; Company Seal: \_\_\_\_\_

**ANNEXURE 2: TENDER TERMS & CONDITIONS ACCEPTANCE LETTER**

*(To be submitted on the Bidder's Letterhead)*

**Ref No:** \_\_\_\_\_

**Date:** \_\_\_\_\_

To,

**The Head of Purchase / Tender Inviting Authority,**

IREL (India) Limited, OSCOM,

Chatrapur, Ganjam, Odisha – 761045.

**Sub: Unconditional Acceptance of EOI Terms and Conditions.**

**Tender/EOI Ref No:** \_\_\_\_\_

Sir/Madam,

1. I/We have downloaded/obtained the Expression of Interest (EOI) document for the empanelment of a Structural Design Agency at IREL OSCOM from the official e-procurement portal.
2. I/We hereby certify that I/we have read, understood, and examined the entire EOI document, including all sections, scope of work, minimum eligibility criteria, and scoring matrices.
3. I/We hereby unconditionally accept all terms, conditions, clauses, and mandatory scoring thresholds specified in the EOI document without any deviations, reservations, or modifications.
4. In case any provision or content of this EOI is found violated or any data submitted is proven patently false by IREL (India) Limited, our application shall be liable for immediate rejection, and our firm shall be blacklisted for a period of three (3) years.

**Authorized Signatory Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Signature & Company Seal:** \_\_\_\_\_

**ANNEXURE 3: TECHNICAL CAPACITY & PAST ASSIGNMENT LOG***(To be submitted on the Bidder's Letterhead)*

Ref No: \_\_\_\_\_

Date: \_\_\_\_\_

**Sub: Detailed Roster of Completed Structural Audits / Design Projects (Past 5 FYs).***Bidders must list valid historical projects below and attach corresponding Client Completion Certificates.*

Sl. No	Client Name & Sector (Govt/CPSU/Private)	Work Order No. & Date	Final Executed Contract Value (₹)	Specific Scope of Work (Structural Assessment / Design / Repairs)	Completion Certificate Ref No. & Date
1					
2					
3					
4					

*\*Add rows as required to optimize scoring under Section 4.1 of the Evaluation Matrix.*

Authorized Signatory Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature &amp; Company Seal: \_\_\_\_\_

**ANNEXURE 4: NON-BLACKLISTING DECLARATION**

*(To be submitted on the Bidder's Letterhead)*

**Ref No:** \_\_\_\_\_ **Date:** \_\_\_\_\_

To,

**The Head of Purchase / Tender Inviting Authority,**

IREL (India) Limited, OSCOM,  
Chatrapur, Ganjam, Odisha – 761045

**Sub: Self-Declaration of Clean Corporate Track Record.**  
**Tender/EOI Ref No:** \_\_\_\_\_

Sir/Madam,

In accordance with the Pre-Qualification Criteria of this EOI, I/we hereby solemnly declare and confirm that:

1. Our firm/company, **M/s** \_\_\_\_\_, has not been barred, blacklisted, suspended, or debarred by Ministry of Department of Government of India, any State Government, Central/State PSU, or autonomous statutory body from the last date of bid submission.
2. No criminal case, insolvency proceeding, or corporate liquidation litigation is pending against our firm or its directors/partners in any Indian Court or National Company Law Tribunal (NCLT).
3. The information supplied in this declaration is absolute, factual, and legally binding.

**Authorized Signatory Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Signature & Company Seal:** \_\_\_\_\_

### 5.0 Core Qualifications Evaluation Matrix (Scorecard)

The following matrix shall be used by the Tender Committee to evaluate and score the human resource capabilities of the bidding agencies. A maximum of 25 Points is allotted under this pillar.

Total Key Personnel Score (25 Pts) = Team Leader Profile (15 Pts) + Senior Repair Auditor Profile (10 Pts).

#### 5.1 Pillar 2.1: Principal Structural Consultant / Team Leader (15 Points Max)

Evaluation Parameter	Verification Requirement / Benchmark	Score Allocation	Committee Check
<b>Academic Qualifications</b> <i>(Mandatory Threshold)</i>	<ul style="list-style-type: none"> <li>• B.E. / B.Tech in Civil Engineering <b>AND</b> M.E. / M.Tech in Structural Engineering from a recognized University.</li> <li>• Ph.D. in Structural/Civil Engineering.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Meets Master's criteria:</b> Eligible for experience scoring.</li> <li>• <b>Ph.D. Bonus:</b> Auto-qualifies for Tier 3 points regardless of exact year count past 10 years.</li> </ul>	<p style="text-align: center;">[ ] Pass [ ] Fail</p>
<b>Professional Experience Tenure</b>	<ul style="list-style-type: none"> <li>• Cumulative post-qualification experience in heavy industrial structural design, proof-checking, or heavy foundation engineering.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Tier 1 (10 to 12 Years):</b> 5 Points</li> <li>• <b>Tier 2 (13 to 15 Years):</b> 10 Points</li> <li>• <b>Tier 3 (Above 15 Years):</b> 15 Points</li> </ul>	<p style="text-align: center;">Score: _____</p>
<b>Mandatory Document Evidence</b>	<ul style="list-style-type: none"> <li>• Self-certified copies of B.E./B.Tech and M.E./M.Tech/Ph.D. Degree Certificates.</li> <li>• Detailed CV signed by the engineer and the bidder's authorized signatory.</li> <li>• Proof of employment (Form 16 / PF Statement / Appointment Letter).</li> </ul>	<ul style="list-style-type: none"> <li>• <b>All documents submitted:</b> Validated.</li> <li>• <b>Missing any document:</b> 0 Points for this profile.</li> </ul>	<p style="text-align: center;">[ ] Valid [ ] Invalid</p>

**5.2 Pillar 2.2: Senior Repair & Rehabilitation Auditor (10 Points Max)**

Evaluation Parameter	Verification Requirement / Benchmark	Score Allocation	Committee Check
<b>Academic Qualifications</b> <i>(Mandatory Threshold)</i>	<ul style="list-style-type: none"> <li>B.E. / B.Tech in Civil Engineering from a recognized Indian University.</li> </ul>	<ul style="list-style-type: none"> <li><b>Meets Graduate criteria:</b> Eligible for experience scoring.</li> <li><b>Fails Criteria:</b> 0 Points for this profile.</li> </ul>	<input type="checkbox"/> Pass  <input type="checkbox"/> Fail
<b>Field Experience Tenure</b>	<ul style="list-style-type: none"> <li>Cumulative field experience in NDT testing, structural health monitoring, distress mapping, and generating repair BOQs.</li> </ul>	<ul style="list-style-type: none"> <li><b>Tier 1 (7 to 9 Years):</b> 5 Points</li> <li><b>Tier 2 (10 to 12 Years):</b> 8 Points</li> <li><b>Tier 3 (Above 12 Years):</b> 10 Points</li> </ul>	Score: _____
<b>Specialization / Certification Premium</b>	<ul style="list-style-type: none"> <li>Valid NDT Level-II or Level-III certification (ISNT / ASNT) in Ultrasonic Testing (UT) or equivalent concrete testing methods.</li> </ul>	<ul style="list-style-type: none"> <li><b>Possesses valid NDT L-II/III Certification:</b> Automatically upgrades candidate to <b>Tier 3 (10 Points)</b> even if experience is between 7 and 12 years.</li> </ul>	<input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>Mandatory Document Evidence</b>	<ul style="list-style-type: none"> <li>Self-certified copy of Civil Engineering Degree Certificate.</li> <li>Valid NDT L-II/III certificates (if claiming the premium points).</li> <li>Detailed CV detailing specific NDT project highlights.</li> <li>Proof of permanent payroll employment.</li> </ul>	<ul style="list-style-type: none"> <li><b>All documents submitted:</b> Validated.</li> <li><b>Missing any document:</b> 0 Points for this profile.</li> </ul>	<input type="checkbox"/> Valid  <input type="checkbox"/> Invalid

### 5.3 Technical Personnel Substitution & Roster Rules

- **Permanent Payroll Constraint:** Both key personnel profiles must be on the permanent payroll or under a long-term exclusive contract (minimum 12 months prior to the bid publication date) with the bidding firm.
- **Substitution Penalty Clause:** If an empanelled agency requests a change of the Team Leader or Senior Repair Auditor during the empanelment cycle, the replacement personnel must possess **equal or higher** qualification metrics and experience tiers than the person originally evaluated. A formal administrative review fee of **₹10,000** per substitution will be levied.
- **Draftsman Roster Compliance:** Bidders must upload the CV and Diploma Certificate of at least one Structural Draftsman (5+ years experience) to pass the initial compliance filter, though no point values will be assigned to this profile.

## **GENERAL CONDITIONS OF CONTRACT (GCOC)**

### **1.1 Definition of Terms:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The "Sub-Service Provider" means any person / firm / Organization / company /entity (other than the Service Provider) and it's 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 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 cares the extrajobs/ services executed and total executed value are within the awarded Contract price, there is no need for additional CPS . As soon as the total executed value is likely to exceed the ceiling of awarded Contract Value, the Service Provider should furnish additional CPS through DD or submit amendment to existing BG to effect the enhancement of CPS.

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

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

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

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

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

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

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

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

any amounts due from the Contract to the Employer under the terms of the Contract authorised or required to be reserved or retained by the Employer.

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

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

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

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

If in any case in which any of the powers conferred upon the Employer by clause

2.11 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Service Provider for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the Service Provider for past and future compensation shall remain unaffected. In the event of the Employer putting in force the power under above sub-clause 2.11 (a) or

2.11 (b) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools and plants, materials and stores at the site thereof belonging to the Service Provider or procured by him and intended to be used for the execution of the Service or any part thereof paying or allowing for the same in account at the Contract rates or in case of these not being applicable, at current market rates to be certified by the EIC whose certificate thereof shall be final, otherwise the EIC may give notice in writing to the Service Provider or Service Provider's Representatives requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice). Failure of any action by the Service Provider for removal of material/tools/plant/store etc. within the period mentioned in notice of EIC, the Employer shall also be entitled to recover handling and storage charges @5% of the estimated value of material tools/plant/store for each month or part of a month without relieving the Servicer Provider from any other related liability.

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

### **2.13 CHANGES IN CONSTITUTION:**

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

### **2.14 TERMINATION OF CONTRACT:**

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

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

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

If the Service Provider shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of 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.

(i) **Deductions shall apply as per following formula:**

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

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

**2.20 ASSIGNMENT/SUBLET:**

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

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

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

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

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

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

**2.22 NO WAIVER OF RIGHTS:**

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

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

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

of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Employer.

## **2.24 LANGUAGE AND MEASURES:**

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

## **2.25 RELEASE OF INFORMATION:**

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

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

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

## **2.27 INDEPENDENT CAPACITY**

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

## **2.28 NOTICE**

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

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

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

## **2.29 CONFIDENTIALITY:**

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

### **2.30 INTELLECTUAL PROPERTY RIGHT:**

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

Subject to the confidentiality obligations, by signing the Contract, within the Contract Price, the Service Provider shall be deemed to give to the Employer anon-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/warrantees for the replaced/rectified Equipment/Service shall also be passed on to the Employer.

### **3.6 LIMITATION OF LIABILITY**

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

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

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

### **3.7 INDEMNITY:**

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

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

i) Service Provider shall be responsible for making good to the satisfaction of the Employer any loss or any damage to structures and properties belonging to the Employer or being executed or procured or being procured by the Employer or of other agencies within in the premises of the Employer, if such loss or damage is due to fault and/or the Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representatives or Sub-Service Providers.

ii) The Service Provider shall take sufficient care in moving his equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the Employer or any third party including overhead and underground cables and in the event of any damage resulting to the property of the Employer or of a third party during the movement of the aforesaid equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the Employer or ascertained or demanded by the third party shall be borne by the Service Provider. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

i) The Service Provider shall indemnify and keep the Employer harmless of all claims for damages to property other than Employer's property arising under or by reason of this agreement, if such claims result from the fault and/or Negligence or Will ful Misconduct or omission of the Service Provider, his employees, agents, representative of Sub-Service Provider.

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

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

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

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

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

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

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

The prices/rates quoted by the Service Provider shall remain firm till the issue of Final Certificate and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in rendering the services to the Employer by the Service Provider. The Service Provider shall be deemed to have known the nature, scope, magnitude and the extent of the service though the Contract Document may not fully and precisely furnish/specify them. The Tenderer shall 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 or employment or place or injury, arising out of injury sustained in connection with any of the services. This insurance will be extended where submitted by law, to indemnify the Employer against any statutory liability which it may incur towards injured employees of the Service Provider. A proof of the same should be submitted to EIC for liability in line with Employees Compensation Act.
- b. General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Service Provider required to fulfill the provisions under this Contract.
- c. Service Provider's Equipment/Materials/Goods used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- d. Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.

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

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

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

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

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

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

#### **4.5.9 WAIVER OF SUBROGATION:**

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

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

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

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

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

If Input Tax credit with respect to GST is not available to Employer for any reason which is not attributable to Employer, then Employer shall not be obligated or liable to pay or reimburse GST charged in the invoice(s) and shall be entitled to

/ deduct/ setoff /recover the such GST together with all penalties and interest if any, against any amounts paid or payable by Employer to Service Provider.

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

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

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

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

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

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

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

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

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

### **5.1 LABOUR LAWS:**

- i) No labour below the age of 18 (eighteen) years shall be employed on the Job.
- ii) The Service Provider shall not pay less than what is provided under law to labourers engaged by him on the Job.
- iii) The Service Provider shall at his expense comply with all labour laws and keep the Employer indemnified in respect thereof.
- iv) The Service Provider shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the Service Provider is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Job under the Contract. Such fee/deposit shall be borne by the Service Provider.
- vi) The Service Provider shall employ labour in sufficient numbers either directly or through Sub- Service Provider's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract while also ensuring that workman is not stressed due to long hour of working and to the satisfaction of the EIC.
- vii) The Service Provider shall furnish to the EIC the distribution return of the number and description, by trades of the service people employed on the services. The Service Provider shall also submit to the EIC a true statements howing in respect of the second half of the preceding month and the first half of the current month
  - (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and
  - (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- viii) The Service Provider shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Servicemen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating there to and rules made there under from time to time.
- ix) The EIC shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct

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

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

## **5.2 SAFETY REGULATIONS:**

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

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

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

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

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

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

## **5.4 GENERAL RULES:**

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

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

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

## **5.6 PRESERVATION OF PLACE:**

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

## **5.7 ENVIRONMENT:**

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

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

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

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

## **6.3 LEGAL CONSTRUCTION:**

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

## **6.4 ARBITRATION:**

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

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

If the period of 30 days under Clause (b) has expired at any stage, stipulated in the preceding paras without any response from the CONTRACTOR before such expiry, the CONTRACTOR is deemed to have communicated his satisfaction to the decision of IREL at the relevant stage and all his rights of further appeal

or as the case may be, adjudication are deemed to have endeavors to prevent any riotous or unlawful behavior by or amongst his worker

- a) been waived once and for all.
- b) The seat of arbitration will be at and the language thereof shall be English.
- c) Notwithstanding the invocation, commencement and/or pendency any dispute resolution proceedings under this Clause including arbitration under Clause 6.4, the CONTRACTOR shall continue to be bound by the provisions of the CONTRACT, if not terminated by the EMPLOYER, and shall be obligated to discharge its obligations under the CONTRACT including continuation of the WORK under the CONTRACT.
- d) The CONTRACTOR shall not in any way delay or default or cause to delay or default the carrying out of the works by reason of the fact that any matter has been agreed to be referred to and / or referred to dispute resolution under Clause 6.3 including Arbitration under Clause 6.4.

**6.5 JURISDICTION:**

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

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

(To be issued by approved Scheduled Banks)

**Format-I**

In accordance with Notice Inviting Tender (NIT) No. \_\_\_\_\_ Dated \_\_\_\_\_ for the work of \_\_\_\_\_ (herein after referred to as "the said Works") for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), under \_\_\_\_\_ (MK unit/Chavara unit/OSCOM unit/RED unit/Corporate Office) of M/s IREL (India) Limited, a company incorporated under Indian Companies Act, having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer Savarkar Marg, Prabhadevi, Mumbai – 400028, India (herein after referred to as IREL), M/s

\_\_\_\_\_ Address \_\_\_\_\_ [Herein after referred to as Contractor (s)] wish /wishes to participate in the said tender and a Bank Guarantee for the sum of Rs. \_\_\_\_\_ (in words) valid for a period of \_\_\_\_\_ days (in words) is required to be submitted by the Bidder towards the Bid Security.

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

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

We \_\_\_\_\_ Bank further agree with the IREL that the IREL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the NIT and/or terms and conditions governing the contract or to extend the time of validity of the offer from the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the IREL against the said tenderer and to forbear or enforce any of the terms and conditions of the NIT and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the IREL or any indulgence by the

IREL to the said tenderer or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us.

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

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

Notwithstanding anything to the contrary contained herein before :

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

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

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

Bank's Common seal

**PROFORMA FOR BG FORMAT FOR SECURITY DEPOSIT**

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

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

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

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

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

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

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

expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

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

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2017

\_\_\_\_\_ Bank