

# **TENDER FOR HIRING OF 3 Nos. NEW CARS ON LEASE BASIS**



## **IREL (India) Limited**

**(A Government of India Undertaking)**

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

**CIN No. U15100MH1950GOI008187**

### Schedule Of Tender

Name of Work	Tender for Hiring of 3 nos New Cars on Lease Basis
Type of Tender	Open Tender through GeM, Single Stage Two cover System
Tendering Mode: GEM Portal	Public tender (Two cover System) <input type="checkbox"/> Pre-Qualification Bid <input type="checkbox"/> Financial Bid
Cost of Tender Document	NIL
Earnest Money Deposit (EMD)	Rs. 98,340/-
Date & time of Starting of bid	11.08.2023
Pre-bid Meeting	21.08.2023, 15.00 hrs VC Link: <a href="https://meet.google.com/hnr-obki-teb">https://meet.google.com/hnr-obki-teb</a>
Last date of bid submission	08.09.2023, 15.00 hrs
Date & time of opening of Cover 1	08.09.2023, 15.30 hrs
Date & time of opening of Financial Bid	Shall be informed separately to the eligible bidders
Declaration of Successful Bidder	To be decided
Issuance of Purchase Order	To be decided
Estimated Cost	Rs. 86.40 lakhs
Validity of tender	90 days from bid due date
Contact details of tender inviting authority	Shri S Acharjya, DGM – Technical IREL (India) Limited Plot No. 1207, V.S.Marg, ECIL Building, Opp. Siddhi Vinayak Temple, Prabhadevi, Mumbai-400 028 Email: <a href="mailto:purchase-ho@irel.co.in">purchase-ho@irel.co.in</a> ; <a href="mailto:sureshraghavan@irel.co.in">sureshraghavan@irel.co.in</a> Phone 022- 24211630 (Ext. No. 266) 022-24316589

## **DISCLAIMER**

The information contained in this tender document (the “**TENDER**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of IREL or any of its employees, is provided to Bidder(s) on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided. The information provided is only for the information and reference of the Bidders.

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

Information provided in this TENDER to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IREL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

IREL, its employees and consultant make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way with qualification of Bidders for participation in the Bidding Process. IREL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER. IREL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TENDER.

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

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

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## 1. Introduction :

IREL (India) Limited (the "IREL"), a Mini-Ratna Category-I company, is a public sector enterprise of the Government of India under the administrative control of the Department of Atomic Energy.

Competitive e-bid is invited for hiring of 03 numbers brand new (model 2023) Sedan Petrol MT white colour cars on lease basis.

The period of availing service shall be 60 months.

## 2. Pre-qualification (PQ) Criteria:

Sr.No.	Eligibility criteria	Documents to be submitted
1.	<b>Technical Competency:</b> Party should have experience as detailed below in providing cars on lease (minimum 1year)/annual hiring basis to government/PSU/other organizations during last (7) seven years (i.e. should not be earlier than August 2016). Contract values should be either of the following-  (i) Providing Cars on lease or hire basis (min 1 year period) to at least 2 organizations.	<ul style="list-style-type: none"><li>• Copies of the Work Order(s) along with documentary evidence towards ongoing/completed work indicating the details of the Work Order(s) OR</li><li>• The bidder along with copies of the Work Order(s) may submit certificate(s) from practicing chartered accountants stating the payments received for ongoing/completed work as the case may be, along with declaration on the letter head of the Bidder in respect of the works specified in Pre-Qualification Criteria.</li></ul>
2	<b>Financial Capability:</b>  The Bidder should have a minimum average annual turnover of INR 18 lakhs over the last three audited financial years (i.e., FY 2020-21, FY 2021-22, FY 2022-23).	<ul style="list-style-type: none"><li>• Extracts from the audited balance sheet and Profit &amp; Loss Account; and/or Certificate from practicing Chartered Accountant for FY 2020-21, FY 2021-22, FY 2022-23 to be submitted duly signed by bidder.</li><li>• In case, the audited balance sheet and Profit &amp; Loss account for latest financial year (2022-23) is not available, a certificate from the Chartered Accountant on their letter head certifying the financial turnover for the above said financial year may be submitted.</li></ul>
3	The Service provider shall have support office/Presence in Mumbai Metropolitan Region (MMR)/Greater Mumbai/Navi Mumbai	An attested copy of the registration certificate of offices in Mumbai or any other document shall be enclosed.
4	Valid PAN, GST & other applicable Tax Registration No.	Certificate issued by relevant authorities

### 3. Mode of Bidding

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

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

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

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

PQ cum Techno-commercial bid (Part 1)

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

i.	The complete Qualifying Data as required in Prequalification Criteria (PQ)
ii.	Annexures I to IX
iii.	Any other technical details/documents etc. required to be submitted by the bidder as contained in the bid document

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

This part shall contain only Schedule of prices duly filled in as per the Bid Proposal Schedules. No physical submission of hard copy is permitted.

Method of selection:

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

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

### 4. Scope of Work

4.1 The scope of work involves procuring and providing 03 nos. brand new Sedan 2023 model petrol MT cars, white colour, without driver, registered in Mumbai in the name of IREL (India) Limited for a total period of 5 years on lease basis.

4.2 The tenderer will quote for the lease rental charges including lease rental, registration and road tax, servicing and maintenance charges, comprehensive insurance charge etc

4.5 Normal running of each vehicle by IREL shall be 2000 km per month (approx.) with a total running of 120000 km (approx.) for total period of 5 years. The vehicles shall be used mostly in Mumbai by the Senior Officers of IREL, Corporate Office, Mumbai or any other official authorized by IREL.

- 4.6 The cost towards comprehensive insurance during the lease period or any other cost related to the vehicles shall be borne by the tenderer.
- 4.7 The cost of fuel and driver shall be borne by IREL.
- 4.8 The car shall be in possession of IREL on 24 x 7 basis.

## **5. Terms of Payment:**

- i) The contractor shall submit their bill every month in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.
- ii) IREL shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para. TDS as applicable will be recovered from the bill.
- iii) The rent shall be paid on monthly basis towards lease of car provided by the tenderer. The payment shall be released on calendar month basis starting from 1<sup>st</sup> to end of month. For part of a month it shall be worked out on pro-rata basis.

## **6. Period of Contract:**

The Contract of the leasing period is for 60 months (5 years) and would start from the date of start of leasing service. IREL will have no obligation to retain the vehicles at the end of term and after the conclusion of Contract, the vehicles shall be handed over to the tenderer on as is where is basis.

## **7. Earnest Money Deposit**

Tenders shall remit EMD 98,340/- through NEFT/RTGS in favour of M/s IREL (India) Limited as mentioned in the schedule of tender or alternatively, EMD can be remitted by way of 'demand draft' or 'BG' in favour of IREL. BG should be from Indian scheduled Banks excluding co-operative banks. BG format is enclosed at Annexure XI. Details of payment shall be uploaded in the portal as a separate PDF document. In case of payment through DD/BG, the original should be submitted offline within 7 days of opening of bid date. However, if the details of the payment of EMD through DD/BG are not uploaded in the bid, the bid will be summarily rejected.

EMD if any is liable to be forfeited if:

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

## **8. SECURITY DEPOSIT/Performance Bank Guarantee**

The successful tenderer (referred as successful bidder) is required to furnish Demand draft/RTGS/NEFT/ Bank Guarantee (Format of BG is attached), in favour of IREL (India) Limited, Mumbai for an amount equivalent to five (5) per cent of the annual lease amount (exclusive of GST and insurance, registration and road tax charge) towards Security Deposit/Performance security) towards the satisfactory performance of the contract, within 2 weeks of the receipt of letter of acceptance. The same is to be forwarded to DGM -T (I/c Purchase), Plot No. 1207, V.S. Marg, Prabhadevi, Mumbai – 400028. The SD/PBG should be valid for period of contract plus three months i.e. 63 months period.

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.

#### REFUND OF SD/Performance Bank Guarantee

- (i) Before releasing SD/PBG in respect of supplies, a “No Due Certificate” shall be issued by EIC duly countersigned by head of the department after ensuring that no amounts are recoverable from the supplier.
- (ii) EIC/OIC shall recommend release of SD/PBG.
- (iii) On receipt of “no dues certificate” from EIC, SD/PBG shall be refunded at the earliest, if supplier is not liable to pay any money to IREL under any other contract.

#### FORFEITURE OF SD

The SD shall stand forfeited in favour of IREL, without any further notice to the Supplier in the following circumstances:

- (i) In case of any failure whatsoever on the part of the Supplier 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 indulges at any time in any subletting/ sub-contracting of any portion of the supplies without approval of IREL.
- (iii) If the Supplier abandons the supply /order. If the supplier not fulfills the guarantee condition during warranty period

### 9. Termination of Contract:

If at any stage during the contract the tenderer

- a) Withdraws the leased vehicles or fails to provide the leased vehicle as per agreed terms and conditions of Order; or
- b) vehicles does not conform to the quality / specifications indicated in the lease agreement / manufacturer's schedule or
- c) If the tenderer is adjudicated insolvent by a Competent Court or files for insolvency or if the tenderer being a company is ordered to be wound up by a Court of competent Jurisdiction, or
- d) Tenderer commits any breach of the terms of this lease agreement document or
- e) If any charge sheet is filed by a Competent Authority of the Government against the tenderer or company, or the tenderer is convicted by a criminal court on grounds of moral turpitude, or
- f) In the event of unsatisfactory service or failure on the part of the tenderer at any time, to carry out the terms and conditions of the lease agreement to the satisfaction of the IREL

IREL reserves right to terminate the contract and in which case, the Security Deposit shall be forfeited.

### 10. Rate :

The lease rental of vehicles shall be quoted in GeM portal and price breakup to be given as per the schedule given in Annexure-XIII along with price bid only. The rate shall be fixed and firm during the tenure of the contract. Any change in tax liability subsequent to the receipt of tender shall be borne by IREL and shall be reimbursed to the tenderer on submission of proof of payment.

- 11. If there is a change in the name / composition of the tenderer's firm / company's etc. arising out of merger / collaboration with some other company or for any other reason or, if any changes take place in the proprietorship or partnership of the tenderer's firm, the agreement shall be binding on the new entity. IREL should be intimated within 30 (Thirty) days of such changes, failing which all payments shall be withheld.



12. IREL Mumbai reserves the right to change any condition of the tender and also reject any bid without assigning any reason.
13. The tender is liable to be disqualified if:
- (a) tender is not submitted in accordance with terms and conditions stipulated in tender document.
  - (b) tenderer increases his quoted prices during validity of the quotation period or its extended period, if any.
  - (c) the tender submitted is a conditional tender.
  - (d) tender is incomplete and / or received after the due date and time.
  - (e) information submitted found to be incorrect / false at any stage during the processing / tenure, including extension if any, of the lease agreement.
  - (f) it comes to our knowledge that some parties have formed a cartel and resulting in delay / holding up the processing of tender and they will be further liable to be disqualified for a further period of two years for any tender / lease agreement floated by IREL.
  - (g) the tenderer has been disqualified by any PSU/Govt./ IREL at any time in the past for supply of services referred to in the tender.

**14. Assignment and Subletting:**

The tenderer shall not assign, sublet, or transfer the contract or any part thereof or any benefit or interest therein or there under without the written consent of IREL.

**15. Special Conditions of leasing car**

15.1 The tenderer shall provide following vehicle on lease basis as detailed below :-

Number of Cars	03
Model	Sedan 2023 MT (brand new-unused)
Fuel type	Petrol
Colour	White
Condition	Brand new
Air conditioning	Yes
Details specifications as per Annexure-I	

Vehicles to be registered in Mumbai in the name of IREL (India) Limited along with all the relevant documents. The tenderer/bidder shall quote rate as per prescribed format in the price bid given at the end. The vehicles offered for lease shall be a new vehicle in showroom conditions. The interior of the vehicles shall be as provided by the Manufacturer Company. All expenses towards the registration of the vehicles, leasing and getting the name of IREL as lessee shall be borne by the tenderer.

Driver, fuel cost, parking and toll charges are under the scope of IREL.

- 15.2 Vehicles will be exclusively kept at the disposal of IREL during the period of lease. The vehicles may also be used by officers on self-driven basis without any Driver. The tenderer shall have a right to inspect the vehicles at the location where the vehicles is available on monthly basis with a week's prior intimation to IREL. Any loss towards thefts or accident or otherwise of vehicles or any part of the vehicles shall be claimed by the tenderer directly from the insurance firm and IREL shall not be responsible for any loss towards such theft / accident / otherwise.
- 15.3 Selected bidder has to make necessary arrangement so that the 03 nos brand new cars are made available to IREL **from 1st November 2023** onwards.
- 15.4 All expenses involved in minor/major repairs, servicing, maintenance and normal wear and tear including expenses towards damage due to accidents, scheduled and unscheduled repairs and maintenance will be borne by tenderer. The cost of fuel, toll parking shall be borne by IREL. The car shall be in possession of IREL on 24 x 7 basis.
- 15.5 The tenderer shall undertake the complete repair and maintenance jobs including door/window jamming, non-functioning of air-conditioning/ stereo and breakdown services of the vehicles as well as all regular services including filter change, battery servicing.
- 15.6 During the period of breakdown/repair the tenderer shall also provide with a substitute vehicle of same segment at the location specified by IREL officer. If the tenderer fails to provide the relief vehicle IREL shall be within its rights to make alternative arrangements by hiring another vehicle of equivalent brand from any other source and the amount so spent, together with any other reasonable incidental charges etc. will be fully recovered from tenderer regular bills.
- 15.7 The tenderer will take the care for servicing the vehicles as specified by manufacturer and shall keep the vehicles always in perfect condition. In case the tenderer fails to do the essential repairs/routine maintenance, IREL will get it done at the risk and cost of the tenderer.
- 15.8 In case of accident, it will be the tenderer's responsibility to get the job attended including tin work and painting and no extra charges will be paid by IREL to the tenderer.
- 15.9 The vehicles shall be fitted with all accessories as provided by the manufacturer including music system and the same shall be maintained in working conditions by the tenderer during the Contract period. In case of any of such accessory becoming faulty/stolen, the same shall be replaced by the tenderer at his own cost. In case of default the same shall be done by IREL at risk and cost of tenderer.
- 15.10 IREL, Mumbai reserves the right to change any condition of the contract without assigning any reason.

## **General Conditions of Contract**

### **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 its legal representatives, successors and permitted assigns named in the Contract as a Sub-Service Provider for a part of the Services or to whom a part of the Services has been sub-Contracted with the written prior consent of the Employer.

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

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

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

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

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

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

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

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

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

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

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

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

1.2.4 Gender: Where the context so requires, words imparting the masculine gender shall

also include the feminine gender and the neuter gender and vice versa.

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

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

- 1.3.1 Special Conditions of Contract consisting of scope of services, specification of Services & items etc. shall be read in conjunction with the General Conditions of Contract, and any other documents forming part of this Contract wherever the context so requires.
- 1.3.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each section/volume shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3.4 Wherever it is mentioned in the Specifications that the Service Provider shall perform certain Service or provide certain facilities, it is understood that the Service Provider shall do so at his cost and the Value of Contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.3.5 The materials, design and services shall satisfy the relevant Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

## **2.0 GENERAL INSTRUCTIONS & OBLIGATIONS**

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

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

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

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

**2.3 ADDENDA/CORRIGENDA:**

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

**2.4 SITE VISIT**

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

**2.5 CONFLICT OF INTEREST**

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

**2.6 ABNORMAL RATES:**

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

**2.7 GENERAL OBLIGATIONS OF SERVICE PROVIDER:**

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

2.7.1 Perform the services in accordance with the Scope of Services /Specifications and Activity Schedule of the Tender Document and carry out its obligations with all due diligence and efficiency, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe methods. When completed, the job/services shall be fit for the purpose for which the services are intended as specifically defined in the Contract.

2.7.2 Provide all labour as required to provide the Service unless otherwise provided in the Scope of Services or Special Conditions of the Contract.

- 2.7.3 Perform all other obligations, jobs / services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for providing necessary service as per the Contract.
- 2.7.4 Be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.
- 2.7.5 Give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period/DLP as Employer may consider necessary for the proper fulfilling of Service Provider's obligations under the Contract.
- 2.7.6 Not disrupt the Services of the Employer being carried out by the Service Provider / and shall provide access for carrying out job/services to:
- Employer's personnel(s), and /or
  - any other Contractor(s) / Service Provider(s) employed by Employer, and /or
  - personnel of public authority(ies)/third party(ies)
- 2.7.7 Further, the Service Provider shall execute the job carefully without causing damage to the existing facility(ies) and facility(ies) of third party(ies) and in case of such happening shall immediately bring to the notice of EIC..
- 2.7.8 Further, the coordination and inspection of the day-to-day job under the Contract shall be the responsibility of the Engineer-in-Charge (EIC). The EIC or his authorized representative including any statutory authority shall at all reasonable times, have full power and authority to access and inspect the Services wherever in progress either on the Site or at the Service Provider's premises/workshops and the Service Provider shall afford or procure every facility and assistance to carry out such inspection. Such Inspection shall not release the Service Provider from any obligation under the Contract.

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

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.

- 2.8.1 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.
- 2.8.2 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.



- 2.8.3 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.
- 2.8.4 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.
- 2.8.5 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.
- 2.8.6 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 after completion of contract. No charges or interest shall be payable by the Employer even if the CPS is in the form of a Demand Draft.

- 2.10.2 If the Service Provider or their employees /agents / representatives or Sub-Service Provider (if authorized by Employer) shall damage, break, deface or destroy any property /equipment belonging to the Employer or third party(ies) during the execution of this Contract, the same shall be made good by the Service Provider at his own expenses and in default thereof, the EIC may cause the same to be made good by other agencies and recover expenses from the Service Provider. The decision of EIC in this matter shall be final and binding on the Service Provider.

2.10.3 All compensation, claim or other sums of money payable by the Service Provider to the Employer under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Service Provider by the Employer on any account whatsoever and in the event of his CPS being reduced by reasons of any such deductions or sale of aforesaid, the Service Provider shall within ten days thereafter make good in form of bank draft(s)/BG (as the case may be) as aforesaid any sum or sums which may have been deducted from or realised by encashment of his CPS, or any part thereof. The Service Provider shall pay to the Employer on demand without protest any balance remaining due. In this regard no interest shall be payable by the Employer to Service Provider for such sum deposited as CPS.

~~2.10.4 The CPS deposit shall cover the entire Contract value including extra jobs/ services. As long as the CPS submitted at the time of award take care the extra jobs/ services executed and total executed value are within the awarded Contract price, there is no need for additional CPS. As soon as the total executed value is likely to exceed the ceiling of awarded Contract Value, the Service Provider should furnish additional CPS through DD or submit amendment to existing BG to effect the enhancement of CPS.~~

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

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

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

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

WITHOUT DETERMINING THE Contract to take over the Service of the Service Provider or any part thereof and complete the same through other service provider or by other means at the risk and cost of the Service Provider. The

Service Provider and any of his sureties are liable to the Employer for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such services having been taken over and completed by the Employer.

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

- a) The whole or part of the Contract Performance Security furnished by the Service Provider is liable to be forfeited without prejudice to the right of the Employer to recover from the Service Provider the excess cost referred to in the sub-clause aforesaid. The Employer shall also have the right of taking possession and utilising in completing the services or any part thereof, such as materials, equipment and plants available at service site belonging to the Service Provider as may be necessary and the Service Provider shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- b) The amount that may have become due to the Service Provider on account of service already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract or from the taking over of the Service or part thereof by the Employer as the case may be, during which period the responsibility for faulty material or workmanship in respect of such service shall, under the Contract, rest exclusively with the Service Provider. This amount shall be subject to deduction of any amounts due from the Contract to the Employer under the terms of the Contract authorised or required to be reserved or retained by the Employer.

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

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

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

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

If in any case in which any of the powers conferred upon the Employer by clause 2.11 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Service Provider for which by any clause or clauses

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

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

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

### **2.13 CHANGE IN CONSTITUTION:**

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

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

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

If the Service Provider is an individual or a proprietary concern and the individual or the proprietor dies or if the Service Provider is a partnership concern and one of the partner dies then unless, the Employer is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the Employer is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation

payment to the estate of the deceased Service Provider and/or to the surviving partners of the Service Provider's firm on account of the cancellation of Contract. The decision of the Employer/EIC in such assessment shall be final & binding on the parties. In the event of such cancellation, the Employer shall not hold the estate of the deceased Service Provider and/or the surviving partners of Service Provider's firm liable for any damages for non-completion of the Contract.

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

If the Service Provider shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or recivil, 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 / FRADULENT / 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 belimited 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 boundby the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

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

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

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

## **2.18 FORCE MAJEURE:**

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

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

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

- 2.18.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding 120 days, IREL may at its option terminate the contract without any financial repercussion on either side.

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

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

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

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

~~EMPLOYER may deduct the amount so payable by Service Provider, from any amount falling due to the Service Provider or by recovery against the Performance Guarantee. Both Service Provider and EMPLOYER agree that the above percentages of price reduction are genuine pre-estimates of the loss/damage which the EMPLOYER would have suffered on account of delay/breach on the part of the~~

~~Service Provider and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the EMPLOYER in the matter of applicability of price reduction shall be final and binding.~~

## **2.20 ASSIGNMENT/SUBLET:**

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

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

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

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

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

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

## **2.22 NO WAIVER OF RIGHTS:**

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

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

2.23.1 No interim payment certificate(s) issued by the EIC of the Employer, nor any sum paid on account by the Employer, nor any extension of time for execution of the service granted by Employer shall affect or prejudice the rights of the Employer against the Service Provider or relieve the Service Provider of his obligations for the due performance of the Contract, or be interpreted as approval of the Service done and no certificate shall create liability for the Employer to pay for alterations,

amendments, variations or additional services not ordered, in writing, by Employer or discharge the liability of the Service Provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Employer.

## **2.24 LANGUAGE AND MEASURES:**

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

## **2.25 RELEASE OF INFORMATION:**

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

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

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

## **2.27 INDEPENDENT CAPACITY**

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

## **2.28 NOTICE**

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

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



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

## **2.29 CONFIDENTIALITY:**

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

## **2.30 INTELLECTUAL PROPERTY RIGHT:**

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

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

## **3.0 PERFORMANCE OF SERVICE**

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

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

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

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

- 3.2.2 If any change result in an increase in compensation payable to Service Provider or in terms of a credit to be passed on to Employer, Service Provider shall submit

to EIC an estimate of the amount of such compensation or credit in a form prescribed by Employer. Such estimates shall be based on the rates shown in the Schedule of Rates. Upon review of Service Provider's estimate, Employer shall establish and set forth in the written order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change.

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

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

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

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

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

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

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

~~3.5.2 If the Service Provider feels that any variation in Service or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for,~~

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

### **3.6 LIMITATION OF LIABILITY**

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

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

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

### **3.7 INDEMNITY:**

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

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

- i) Service Provider shall be responsible for making good to the satisfaction of the Employer any loss or any damage to structures and properties

belonging to the Employer or being executed or procured or being procured by the Employer or of other agencies within in the premises of the Employer, if such loss or damage is due to fault and/or the Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representatives or Sub-Service Providers.

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

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

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

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

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

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

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

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

The prices/rates quoted by the Service Provider shall remain firm till the issue of

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

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

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

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

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

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

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

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

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

due to various reasons and for all other possible or probable causes of delay.

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

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

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

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

Following procedures shall be adopted for billing of services executed by the Service Provider.

The Bill(s) complete in all respect with details and enclosure(s) is to be submitted by Service Provider in line with terms of the Contract. Employer shall make all endeavor to release payments of undisputed amount of the bills submitted within 15 (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 sub-division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

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

If Input Tax credit with respect to GST is not available to Employer for any reason which is not attributable to Employer, then Employer shall not be obligated or liable to pay or reimburse GST charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such GST together with all penalties and interest if any, against any amounts paid or payable by Employer to Service Provider.

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

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

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

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

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

- 4.8.2** Any increase in the duties and taxes after the Contractual completion period will

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

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

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

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

### **5.1 LABOUR LAWS:**

- i) No labour below the age of 18 (eighteen) years shall be employed on the Job.
- ii) The Service Provider shall not pay less than what is provided under law to labourers engaged by him on the Job.
- iii) The Service Provider shall at his expense comply with all labour laws and keep the Employer indemnified in respect thereof.
- iv) The Service Provider shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the Service Provider is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Job under the Contract. Such fee/deposit shall be borne by the Service Provider.
- vi) The Service Provider shall employ labour in sufficient numbers either directly or through Sub- Service Provider's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the

Contract while also ensuring that workman is not stressed due to long hour of working and to the satisfaction of the EIC.

vii) The Service Provider shall furnish to the EIC the distribution return of the number and description, by trades of the service people employed on the services. The Service Provider shall also submit to the EIC a true statement showing 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 thereunder and the amount paid to them.

viii) The Service Provider shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948, 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 thereto and rules made thereunder from time to time.

ix) The EIC shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Service Provider any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of 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.

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

## **5.2 SAFETY REGULATIONS:**

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

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

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

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

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

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

attention of a physician shall be furnished to the Employer.

#### **5.4 GENERAL RULES:**

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

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

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

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

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

#### **5.7 ENVIRONMENT:**

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

#### **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.
- c) If the period of 30 days under Clause (b) has expired at any stage, stipulated in the preceding paras without any response from the CONTRACTOR before such expiry, the CONTRACTOR is deemed to have communicated his satisfaction to the decision of IREL at the relevant stage and all his rights of further appeal or as the case may be, adjudication are deemed to have been waived once and for all.
- d) The seat of arbitration will be at Mumbai and the language thereof shall be English.
- e) Notwithstanding the invocation, commencement and/or pendency any dispute resolution proceedings under this Clause including arbitration under Clause 6.4, the CONTRACTOR shall continue to be bound by the provisions of the CONTRACT, if not terminated by the EMPLOYER, and shall be obligated to discharge its obligations under the CONTRACT including continuation of the WORK under the CONTRACT.
- f) The CONTRACTOR shall not in any way delay or default or cause to delay or default the carrying out of the works by reason of the fact that any matter has been agreed to be referred to and / or referred to dispute resolution under Clause 6.0 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.

**Technical Specification**  
**Make, Model and Variant of the car: (to be filled)**

S.No.	Specification	Compliance Y/N
1	Type – Sedan Passenger Car	
2	Displacement (CC) – 1490 or more	
3	Manual transmission	
4	6 Speed Gear Box	
5	Fuel – Petrol	
6	Electric- Steering	
7	Length 4500 mm or more	
8	Front and rear Power windows	
9	Color-White	
10	Anti lock Breaking System	
11	Central Locking	
12	Power Door Locks	
13	Tilt and telescopic steering	
14	Front Disc Break	
15	Rear Disc /Drum Break	
16	Emission Norm – BS VI	
17	Alloy Wheel	
18	Wheel Size – 15 inch or more	
19	Wheel Base – 2600 mm or more	
20	Boot Space – 500 Liter or more	
21	Seating Capacity – 5	
22	No. of Doors – 4	
23	Automatic Climate Control	
24	Accessory Power Outlet	
25	Rear Seat Adjustable Headrest	
26	Rear Seat Centre Arm Rest	
27	Height Adjustable Front Seat Belts	
28	Front and Rear Cup holders	
29	Rear AC Vents	
30	Adjustable Headlights	
31	Rear Window Defogger	
32	Projector Headlamps	
33	LED DRLs	
34	Tubeless Radial Tyres	
35	4 or more Airbags	
36	Tyre Pressure Monitor	
37	Rear Armrest With Cup Holder	
38	Music System with front and rear speakers (4 + speakers)	
39	USB and Auxiliary input	
40	Bluetooth Connectivity	
41	Touch Screen	
42	Android Auto and Apple CarPlay	
43	Speed Sensing Door Lock	
44	Cabin Heater	
45	Reverse Camera with Guidance	
46	Rear Parking Sensors	
47	Keyless Start/Stop button	
48	Keyless entry	
49	8 way manually adjustable driver seat	
50	Leather or Fabric Seat Upholstery	
51	Driver Armrest Storage	
52	Electrically Adjustable & Retractable ORVM	
53	3 years unlimited KMs Manufacture Warranty	

FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY – (to executed on a stamp paper of Rs 100/-)

Power of Attorney:

Know all men by these presents, we..... (name of service provider and address of the registered office ) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/daughter/wife of and presently residing at....., who is presently employed with /retained by us and holding position of.....as our true and lawful attorney

(hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the client>.....project, proposed to be developed by the

..... (the “client”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

AND, we do hereby agree to ratify and con service provider all acts, deeds and things lawful done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this power and Attorney and that all acts, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

[IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON

THIS .....DAY OF .....2023.

For ..... (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

(Signature, name and address)  
**(Signature, name and address)**

Notarised

Accepted

.....

(Signature, name, designation, and address of the attorney)

Notes:

1. The mode of the execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should submitted for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power and Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy it is carries a conforming Apostle certificate.



**DECLARATION – NON-BLACKLISTING**

(To be submitted by an Authorized Signatory on the company's original letter head with signature and seal)

To,

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

Sir,

In response to the Bid Ref No.: \_\_\_\_\_ dated \_\_\_\_\_ 2023 for leasing of cars , I/We hereby declare that presently our agency has not been declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State Govt./ Central Govt./PSU/Government of India Society on the date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our bid if any, to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the agency : -  
Authorized Signatory: -  
Seal of the Organization: -

Date:  
Place:

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

Dear Sir,

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

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

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

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

Thanking you,

For IREL (India) Limited

Name -----

Designation -----

Date

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

Date:

To,

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

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

I / We agree and undertake:

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

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

Signature.....

Name.....

Title.....

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

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

***Certificate from the practicing chartered accountant***

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

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

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

Name of the audit firm:

Seal of the audit firm:

Date:

License/registration no:

UDIN NO.

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

Signature of Authorised Signatory with seal

## Particulars of the bidder

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

### Requirement details of tender documents

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

Sl.	Required Documents	(bidder should correctly fill the following column)	(Indicate page number of the bid document where related information is shown/available, so that it can be verified by IREL)
1.0	Complete documents as per the Pre-qualification criteria a. Work / Service Contract as per PQ b. Financial capability c. Service provider shall have support office/Presence in Mumbai Metropolitan Region (MMR)/Greater Mumbai/Navi Mumbai d. A self-certified letter that the bidder has not been blacklisted		
2.0	Data sheet of the technical specification for the offered Make, model and variant of vehicle		
3.0	Particulars of the bidder		
4.0	Annexures I to IX		

**EMD Declaration**

I have furnished a sum of Rs. 98340/- (Rupees ninety eight thousand three hundred forty only) towards EMD vide NEFT/RTGS/BG No..... dated.....

Place:

Signature of tenderer:

Full Address:

**IREL Bank Details**

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

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

Email should contain the following details

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

## FORM OF AGREEMENT

**Draft VEHICLE LEASE AGREEMENT**

This Standard Lease Agreement (herein the “Agreement”) is entered into on the date, place and between the parties mentioned below:

Agreement No:

Agreement Date:

Agreement Place:

Party No.1	Name	:	
	Registered Office	:	
	Branch/Corporate Office	:	
	Authorised Person	:	

Party No.2	Name	:	
	Permanent Residential/ Registered Office	:	
	Other Address	:	
	Authorised Person	:	

The term “the Lessor” being a private limited Company having designated directors (shall include its successors executors, administrators and assigns) of the party of THE FIRST PART.

The term “the Lessee” being a public limited Company undertaken by Govt. of India having designated directors (shall include its successors executors, administrators and assigns) of the Party of THE OTHER PART.

The Lessor and Lessee are hereafter collectively referred to as “Parties” and individually as “Party”

WHEREAS:

The Lessor is engaged, among others, in the business of providing Vehicles on Operating Lease.

The Lessee is desirous of taking on Operating Lease basis one or more Vehicles (as defined below) for its Commercial use.



Upon the request of the Lessee, the Lessor is willing to provide the Vehicle on Lease on the terms and conditions hereinafter contained.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Lessor hereby agrees to provide the Lease of Vehicle to the Lessee and Lessee hereby agrees to avail the Vehicle on Lease basis from the Lessor on the general terms and conditions and commercial terms and conditions including details of the Vehicles, as specificized in "Work Order" Reference No.
2. This agreement shall be valid for a period of 60 Months.

IN WITNESS whereof the Parties have executed this Agreement on the day and date herein above mentioned.

<div>SIGNED AND DELIVERED by the within named Lessor through its Authorized Signatory Name</div> <div>Signature &amp; Stamp</div>	<div>SIGNED AND DELIVERED by the within named Lessor through its Authorized Signatory Name</div> <div>Signature &amp; Stamp</div>
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**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(To be issued by approved Scheduled Banks)

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

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

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

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

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

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

Notwithstanding anything to the contrary contained herein before :

(i) Our Liability under this Bank Guarantee shall not exceed and restricted to Rs \_\_\_\_\_ (in words)

(ii) This Bank Guarantee shall be valid upto \_\_\_\_\_, unless extended on demand.

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

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

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

Bank's Common seal

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything to the contrary contained herein before :

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

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

\_\_\_\_\_ Bank

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

Bank's Common seal

## Annexure XIII

Price Break Up (to be submitted alongwith price bid only)							
Price Bid format for lease rental of 03 nos. of brand new Sedan (model 2023) petrol AC cars							
Sl.No	Description of item	Rate/month	GST rate	GST amount	Monthly rate with GST	Tenure (months)	Total with GST
		1	2	3	4 = (1+3)	5	6 = (5*4)
1	Monthly lease charge for one new Sedan petrol AC car					60	
2	Monthly maintenance, tyres, battery replacement and other fleet management services					60	
3	Monthly RTO, registration, road tax, etc.					60	
4	Monthly comprehensive insurance, etc.					60	
5	All inclusive lease rent charges for one Sedan petrol AC car					60	
6	All inclusive lease rent charges for 03 nos. of new Sedan petrol AC cars					60	
Fleet management services includes repairs & maintenance, replacement of typres and battery, replacement of standard sedan category AC car, pick up and drop service etc.							
Rate of GST for comprehensive insurance will be zero in case of reimbursement mode							
GST rate is based on existing rate and as per our understanding, party may quote the GST amount as per the applicable guideline and same rate to be indicated in the technocommercial bid.							
Beyond 120000 kms, @ Rs.5/km will be paid to the selected bidders for each additional km run.							