Request for Proposal (RFP)

for engagement of consultant for liaisoning with BMC/ MCGM enabling handing over of setback land at Wadhavali, Chembur

Tender No: IREL/HO/PT/2026-27/08 (2)

IREL (India) Limited
(A Government of India Undertaking)

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

CIN No. U15100MH1950GOI008187

Disclaimer:

The information contained in this Request for Proposal document (the "RFP") 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 or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP 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 RFP is not an agreement and is neither an offer by IREL to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bid for participation in this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by IREL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for IREL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP 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 RFP and obtain independent advice from appropriate sources.

Information provided in this RFP 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 advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP 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, however, caused arising from reliance of any Bidder upon the statements contained in this RFP. 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 RFP.

The issue of this RFP 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 Project, 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.

Schedule of Tender

Tender Ref	IRE/HO/PT/2026-27/08 (2)
Name of Work	Engagement of consultant for liaisoning with BMC/ MCGM enabling handing over of setback land at Wadhavali, Chembur
Type of Tender	Two part Public tender
Tendering Mode	e-Tender Mode. Bids shall be submitted online on CPP Portal: https://etenders.gov.in/eprocure/app
Cost of Tender Document	NIL
Earnest Money Deposit (EMD)	NIL
Date & time of Starting of bid	15.10.2026
Date of closing of bid for submission of Bids	24.10.2026, 17.00 Hrs
Date & time of opening of Cover 1	26.10.2026, 11.00 Hrs
Date & time of opening of Financial Bid	Shall be informed separately to the eligible bidders
Validity of tender	90 days from bid due date
Contact details of tender inviting authority	Shri Priyanka Upadhyay, DGM -T (Projects) & I/c Purchase IREL (India) Limited Plot No. 1207, V.S.Marg, ECIL Building, Opp. Siddhi Vinayak Temple, Prabhadevi, Mumbai-400 028 Email: purchase-ho@irel.co.in

Table of Contents:

Sl. No.	Contents	Page No.
1	Introduction	5
2	Scope of Work	6
3	Instructions to Bidders	10
4	Documents	12
5	Preparation And Submission of Bids	13
6	Evaluation Process	17
7	Eligibility conditions	18
8	Payment Terms	20
9	Secrecy	23
10	Time period of completion and liquidated damages	23
11	Special Conditions of Contract	23
12	General Conditions of the Contract	25
13	Annexure - I Pre-Qualification Particulars of the bidder	50
14	Annexure - II Power of Attorney of Signing the Bid	52
15	Annexure - III Undertaking by the bidder (Ethics)	53
16	Annexure - IV Bid Submission Letter (techno-commercial)	54
17	Annexure - V No Blacklisting certificate	57
18	Annexure - VI Format of Price Bid	58

1. *INTRODUCTION*:

1.1 IREL (India) Limited (IREL), a Mini Ratna-I company, is a Govt. of India Undertaking under the Department of Atomic Energy & its Head Office is situated at Prabhadevi, Mumbai (Maharashtra) and is operating beach sand mining and mineral separation plants at Chavara (Kerala), Manavalakurichi (Tamil Nadu) & Orissa Sands Complex (OSCOM), Chatrapur (Odisha) which produces Ilmenite and also associated minerals such as Rutile, Leucoxene, Zircon, Sillimanite, Garnet, etc. IREL also has its chemical unit at Rare Earths Division (RED) Aluva, Kerala, which is associated with production of Rare Earth Compounds. Further, IREL has its Corporate Research Centre at Kollam (IRERC), Kerala. IREL also has a plant at OSCOM for production of Rare Earths Chloride and other associated chemicals.

IREL has also set up (i) Rare Earth (RE) & Titanium Theme Park at Bhopal wherein Pilot Plants has been established for demonstration of technology in the value chain of Rare Earths enabling upscaling of technologies by Entrepreneur's and for skill development (ii) Desalination Plant a OSCOM Unit for producing 5 million litres per day of seawater desalination plant and (iii) Rare Earth Permanent Magnet Plant (REPM) at Vizag for production of 3000 kg of Samarium Cobalt Rare Earth Permanent Magnet for strategic applications out of GOI Funds.

Details of the product and Units are available at the website of the Company at https://www.irel.co.in.

1.2 Brief about this RFP:

IREL (India) Limited entered into a Lease Agreement with DCSEM on 15.12.2020 for a period of 30 years, commencing from 15.12.2020 and valid up to 14.12.2050, for the allotted land admeasuring 1,753 sq. mtrs., bearing CTS No. 327, situated at Village Wadhawali, Taluka Kurla, Mumbai Suburban District. The said land is being utilised for construction of IREL's new Corporate Office Building, which is at an advanced stage of completion, and Final Commencement Certificate (CC) up to the 11th floor has been obtained.

As per the requirement communicated by BMC for handing over the land affected by the proposed 36.60 m wide D.P. Road under DCPR 2034, an area of **193.69 sq. mtrs.** is required to be handed over as road setback, as communicated vide letter No. Dy.Ch.Engg/964/Rds/Plg dated 10.08.2022 issued by the Executive Engineer (Roads), E.S. (Planning) to IREL's Architectural Consultant, M/s. SS Infrastructure. Handing over of the said setback area to BMC is mandatory for obtaining the Occupancy Certificate (OC) for the Corporate Office Building. Accordingly, IREL intends to engage a competent Consultant to undertake all requisite technical, documentation, statutory and liaisoning activities for facilitating the demarcation, processing and handing over of the said setback area to BMC and obtaining the necessary acknowledgement/approval thereof.

2. SCOPE OF WORK:

2.1 Setback identification, handover to MCGM/CSO and DRC/TDR facilitation

The scope of the Consultant shall be to undertake end-to-end identification, verification, documentation, statutory liaisoning, demarcation and handover of the setback area to the Municipal Corporation of Greater Mumbai (MCGM)/concerned CSO Office, including all activities required for obtaining the requisite approvals and facilitating issuance/procurement of Development Right Certificate (DRC)/Transferable Development Rights (TDR).

The assignment shall be executed **on a turnkey basis** with minimum involvement dependency on IREL whose obligations shall be to provide documents/ information or approvals that are mandatorily required for the assignment. The scope shall broadly include the following :

2.1.1 Setback Identification and Technical Verification: The Consultant shall examine the applicable Development Plan (DP) remarks, sanctioned plans, IOD/CC conditions and other relevant statutory records to identify the applicable road widening line, setback area and/or reservation, wherever applicable. The Consultant shall coordinate with a Licensed Surveyor/Architect and undertake detailed site measurement, verification and physical demarcation of the setback area. The Consultant shall prepare the requisite demarcation plan, area calculation sheet and plans indicating the exact setback area, including coordinates and other technical details as may be required by MCGM.

2.1.2 Title and Legal Due Diligence: The Consultant shall undertake verification of the title and ownership documents pertaining to the land proposed to be handed over, including Property Card/7-12 Extract, CTS Plan, Conveyance/Lease Deed and other relevant land records. The Consultant shall verify the legal status of the setback portion and identify any encumbrance, dispute, encroachment or other impediment that may affect its handover to MCGM. The Consultant shall advise and facilitate resolution of any documentation or procedural deficiency identified during such verification. The scope shall include necessary liaisoning to facilitate display of name of Lessee i.e. “IREL (India) Limited” in the PR card issued by authorities.

2.1.3 IREL /Stakeholder Consent and Authorisation: The Consultant shall prepare and facilitate execution of all necessary resolutions, consent letters, authorisations and undertakings required from IREL/ other stakeholders for surrender/handover of the setback area to MCGM. The Consultant shall ensure that the requisite authority is properly documented so that the entire handover process can be pursued before the concerned Ward Office, Building Proposal Department, CSO Office and other MCGM authorities.

2.1.4 Legal and Technical Documentation: The Consultant shall prepare, finalise and arrange submission of all legal and technical documents required for the setback handover. This shall include, inter alia, the application to MCGM, irrevocable consent/surrender letter, IREL's undertaking for surrender of the setback area, indemnity bond, affidavit, architect's/surveyor's certificate, area statement, demarcation plan, layout plan and any other declarations, undertakings or documents prescribed by MCGM. The Consultant shall ensure that all documents are prepared in the prescribed legal and statutory formats and are internally consistent with the approved plans and land records.

2.1.5 Application and Statutory Submission: The Consultant shall compile and submit the complete proposal/file to the concerned MCGM Ward Office, CSO Office, Building Proposal Department or any other competent authority, as applicable. The Consultant shall be responsible for ensuring completeness of the application, proper indexing and submission of drawings and documents, payment of applicable statutory/government charges and obtaining acknowledgement/ receipt of submission. The applicable official/government fees shall be borne by IREL, as applicable.

2.1.6 Liaisoning and Approval Facilitation: The Consultant shall undertake continuous liaisoning and follow-up with the concerned MCGM authorities at Ward and Head Office levels, including coordination with officials responsible for scrutiny, survey, verification, approval and record updation. The Consultant shall attend meetings, respond to observations/queries, submit revised documents wherever required and pursue the matter until the requisite approval for setback surrender/handover is obtained. All routine liaisoning and procedural follow-up shall be within the Consultant's scope.

2.1.7 Physical Inspection, Demarcation and Handover Support: The Consultant shall coordinate and facilitate MCGM's physical inspection of the site and assist the authorities in verification of the setback alignment, extent of area, road widening line and site conditions. The Consultant shall ensure that the setback area is physically identifiable and free from encroachment or obstruction prior to inspection/handover. Any discrepancy between the sanctioned plans, DP line, survey records and actual site conditions shall be identified and suitably addressed in consultation with the concerned authorities. The Consultant shall provide complete support for physical demarcation, handing over of possession, preparation/execution of the requisite handover documents and obtaining acknowledgement of handover from MCGM.

2.1.8 Legal Handover and Record Updation: The Consultant shall facilitate execution and submission of the final Handover Letter/Deed, undertakings, indemnities and other documents required for formal transfer/surrender of the setback portion to MCGM. The Consultant shall pursue updation of the relevant municipal records and ensure that the handover/possession status is appropriately recorded by the competent authority.

2.1.9 DRC/TDR Entitlement and Procurement Strategy: Following completion of the setback handover, the Consultant shall assess and advise on the applicable DRC/TDR entitlement, based on the area surrendered, applicable Development Control and Promotion Regulations and prevailing MCGM/DCPR provisions. The Consultant shall prepare the necessary documentation and facilitate processing of the DRC/TDR claim before the competent authority. The Consultant shall also advise on the optimal strategy for utilisation, retention, transfer or procurement/sale of the resultant DRC/TDR, as applicable, with due consideration to the IREL's development requirements and prevailing regulations.

2.1.10 End-to-End execution and closure: The Consultant shall be responsible for complete coordination and execution of the assignment from setback identification through final MCGM handover and DRC/TDR facilitation, including technical verification, legal drafting, documentation, application, statutory payments coordination, authority liaisoning, physical demarcation, inspection support, execution of handover documents, record updation and follow-up for DRC/TDR. The Consultant shall maintain a complete record of all submissions, correspondence, approvals, inspection reports and handover documents and shall submit the same to the Client upon completion. The assignment shall be considered complete only upon achievement of the agreed deliverables and formal closure of the setback handover process.

The scope shall also include the following sub-activities:

2.1.11 Government Mojani and subdivision of the subject property: The Consultant shall undertake end-to-end services for Government Mojani and subdivision of the subject property, including examination of Property Card/CTS records and title documents, preparation and submission of applications, technical and legal documentation, coordination with the concerned City Survey Office (CSO)/ Maharashtra Land Records authorities, and payment facilitation of applicable Government fees.

The Mojani work shall include official measurement and verification of plot boundaries, recorded and actual area, encroachments/ overlaps, road/DP line and setback alignment, along with physical demarcation and obtaining the official Mojani report. The applicable Government fees shall be borne by IREL or reimbursed to the Consultant if the same is borne by them.

Where required, the Consultant shall also prepare and process the Subdivision proposal, including layout plan, area statement and supporting documents, coordinate site verification and scrutiny by the competent authority, address observations and obtain approval, including updation /issuance of revised CTS/Property Card records, wherever applicable. The Consultant shall identify discrepancies in area/boundaries and advise on their implications for FSI, development potential, setback and future redevelopment. The entire assignment shall be executed on a single-point, end-to-end basis, including all routine liaisoning, documentation, survey coordination and follow-up, with minimum dependency on IREL.

2.1.12 End-to-end processing of Collector-level Land Sub-Division: The scope shall include examination of title and revenue records, preparation of the subdivision proposal, layout plans, affidavits, undertakings and other required documents, and submission of the application before the competent Collector/SDO authority. The scope shall include coordination with the City Survey/Land Records Department for Mojani, site inspection, boundary verification, physical demarcation and fixing of plot boundaries, as applicable.

The Consultant shall undertake all required technical and statutory liaisoning, coordinate scrutiny of access roads, planning compliance, revenue implications and ownership/area distribution, address observations and obtain the Sub-Division approval. The Consultant shall further facilitate creation/updation of new Survey/CTS numbers and Property Cards and completion of requisite mutation (Ferfar) entries in the revenue records.

The Consultant shall identify and address discrepancies relating to title, physical versus recorded area, DP/layout compliance, access road and encumbrances, and provide necessary advice to minimise approval delays and future legal/development issues. The applicable Government fees shall be borne by IREL or reimbursed to the Consultant if the same is borne by them. The assignment shall be executed on a single-point, end-to-end basis, covering documentation, survey coordination, authority liaisoning, submission, compliance and follow-up until completion of the subdivision process.

2.1.13 Procedure for clearing the setback area from MCGM: The Consultant shall undertake end-to-end processing for handover of the road setback/road widening affected portion of the property to MCGM, including verification of DP remarks, approved plans and road/setback alignment; site survey and physical demarcation through a Licensed Surveyor; preparation of area statements and certificates; verification of title and ownership records; and preparation of all requisite consents, undertakings, affidavits and indemnity bonds for free-of-cost surrender of the setback area.

The scope shall further include preparation and submission of the application to the concerned MCGM Ward/Building Proposal Office, complete authority liaisoning, coordination of MCGM site inspection, compliance with observations, obtaining the setback handover NOC, execution of surrender/handover documents, physical handing over of the land and possession acknowledgement, followed by processing of the eligible DRC/TDR. The Consultant shall ensure accurate area determination, clearance of encroachments and resolution of documentation/approval issues throughout the process. The applicable Government/MCGM charges shall be borne by IREL or reimbursed to the Consultant if the same is borne by them.

2.1.14 End-to-end processing for obtaining the Development Right Certificate (DRC) from MCGM: The scope shall include verification of eligibility, title and encumbrance status, scrutiny of surrender/handover documents, preparation of

the DRC application, compilation of possession receipt, approved plans, Architect's certificate, area/FSI calculation and other requisite documents, and submission to the concerned MCGM DP/TDR authority. The Consultant shall undertake complete liaisoning, scrutiny and follow-up with MCGM/TDR authorities**,** including resolution of queries, verification of surrendered area and FSI/TDR entitlement, compliance with DCPR provisions and processing of the application until issuance of the DRC. The Consultant shall also facilitate endorsement/transfer formalities, wherever required, and advise on utilisation or transfer of the DRC. The applicable Government/MCGM charges, shall be borne by IREL or reimbursed to the Consultant if the same is borne by them.

2.1.15 Obtaining permission from authorities for cutting of the trees located in the setback area: The scope includes site survey and tree identification, preparation of tree inventory, preparation and submission of applications, drawings, undertakings and supporting documents, and complete liaisoning with the concerned MCGM authorities. Tree cutting shall be undertaken only where it is permitted and unavoidable. Consultant shall ensure all statutory requirements are complied with and pursue the matter through final permission and closure. The Government/MCGM statutory fees shall be borne by IREL, while all professional, liaisoning, documentation and incidental expenses of the Consultant shall be included in the quoted consultancy fee.

2.1.16 Shifting of the existing MCGM streetlight pole: The scope includes identification of pole number and existing cable alignment, joint site inspection with MCGM Electric Department, assessment and finalisation of technically feasible new pole location, preparation of location plans/drawings, photographs and requisite documents, submission of application to the concerned MCGM Department/Ward Office, and complete liaisoning and follow-up for site inspection, technical scrutiny and approval. The scope shall further include coordination for MCGM estimation/demand note, facilitation of payment of applicable statutory/MCGM charges, coordination and supervision of dismantling, cable shifting/jointing, installation of the pole at the approved location, restoration of power and completion of the work, including obtaining completion confirmation. The Consultant shall ensure coordination with other concerned MCGM departments wherever required and shall be responsible for all professional, documentation, liaisoning, site visit and incidental expenses within the quoted consultancy fee. Actual statutory/MCGM charges shall be borne by IREL against official demand note/ challan/ receipt.

3.0 INSTRUCTIONS TO BIDDERS

3.1 Bidding Process

a) IREL has adopted a single stage two packet online bidding system(e-tender) separately for Technical Bid and Price Bid with evaluation on LCS (Least Cost System) as detailed out in this RFP for Engagement of consultant for liaisoning with BMC/ MCGM enabling handing over of setback land at Wadhavali, Chembur.

b) Technical Bid and Price Bid shall be submitted online through **CPP portal** (In Consultancy Service head **on CPP portal"**). The Bids for which the Price Bid is

submitted in hard copy / physical form shall be rejected as non-responsive. Complete Bid shall be submitted on or before the time and date fixed for submission of Bid ("**Bid Due Date**") (Online Bid).

c) The Bidders shall need to offer its Bid which conforms to Terms of Reference and Terms and Conditions provided as part of this RFP Document.

d) In a first step, evaluation of Technical Bid will be carried out as specified. Based on Technical evaluation, the Price Bids of only those Bidders meeting Eligibility Criteria shall be opened.

e) The Bidder offering the lowest price in the Price Bid shall be considered as Preferred Bidder (the "**Preferred Bidder**").

3.2 Due diligence

The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment, scope of work, all instructions, forms, terms and conditions of RFP, local condition and any other matters considered relevant by them before submitting the Bid, sending written queries to IREL, and attending a Pre-Bid meeting.

3.3 Acknowledgement by Bidder

By submitting the bid or proposal, the bidder acknowledges that it:

a) made a complete and careful examination of the RFP
b) Received all relevant information requested from IREL.
c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of IREL relating to any of the matters
d) Agreed to be bound by the undertakings provided by it under and in terms hereof.

IREL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by IREL.

3.4 Bid Validity

a) Bids shall remain valid for a period of not less than 90 days from the Bid Due Date (the "Bid Validity Period"). The Bid of the Bidder shall be considered non-responsive if such Bid is valid for a period less than the Bid Validity Period.

b) In exceptional circumstances, prior to expiry of the original Bid Validity Period, IREL may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without getting suspended from future tenders of IREL as specified in the RFP.

3.5 Numbers of Bids by Bidder

No Bidder shall submit more than one Bid pursuant to this RFP. If a Bidder submits or participates in more than one Bid, such Bids shall be disqualified.

3.6 Deputation of representatives for discussion

After opening of the techno-commercial bid, if IREL desires to have discussion, the bidder shall be in a position to depute his representatives at his own cost and

short notice with full authority for finalizing the technical parameters as well as commercial terms and conditions of the contract.

3.7 Governing Law and Jurisdiction

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Maharashtra shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

3.8 IREL's Right to Accept and Reject any Bids or all Bids

a) Notwithstanding anything contained in this RFP, the IREL reserves the right to accept or reject any Bid and to annul the Bidding Process /Bid Evaluation Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

b) It shall be deemed that by submitting the Bids, the Bidder agrees and releases IREL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

c) Without prejudice to the generality of Clause (a) and (b) above, IREL reserves the right to reject any Proposal/Bid if:
   (i) bid does not meet the technical or financial eligibility and qualification criteria specified in this RFP at any time, a material misrepresentation is made or discovered, submitted bid without bid security(EMD), if applicable or
   (ii) the Bidder found to be indulging in Fraudulent and Corrupt Practices as defined in this RFP.
   (iii) the Bidder does not provide, within the time specified by IREL, the supplemental information sought by IREL for evaluation of the Bid.
   (iv) bidder submits conditional Bid.
   (v) the bid is non-responsive as per term and conditions of this RFP

d) If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified / rejected, then IREL reserves the right to consider the next best Preferred Bidder or take any other measure as may be deemed fit in the sole discretion of IREL, including annulment of the Tender Process.

3.9 Related party

Related parties should not quote for the tender separately. If it is noticed that related parties submitted separate quotation IREL reserves the right to reject the same and suspend the Bidder.

4.0 DOCUMENTS

4.1 Clarification to RFP Documents

a) Bidders requiring any clarification on the RFP may notify IREL in writing. Bidders should send in their queries as per RFP. In order to enable IREL to

have adequate notice of the said queries so that the same can be addressed properly. IREL shall endeavour to respond to the queries at short span of time prior to Bid Due Date. The responses to queries will be uploaded on website of the **CPP portal.** IREL is not bound to take cognizance of any queries raised after the date mentioned in the Bid Sheet Section for sending queries.

b) IREL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, IREL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring IREL to respond to any question or to provide any clarification.

c) IREL may also on its own motion, if deemed necessary, issue interpretations and clarifications and amendment to RFP. All clarifications and interpretations issued by IREL shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by IREL, or its employees or representatives shall not in any way or manner be binding on IREL.

4.2 Amendment of Bidding Documents

a) At any time prior to the Bid Due Date, IREL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/corrigendum.

b) Any Addendum/Corrigendum issued hereunder will be in writing and shall be uploaded on **CPP portal.**

c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, IREL may, in its sole discretion, extend the Bid Due Date.

5.0 PREPARATION and SUBMISSION OF BIDS

5.1 Language of Bid

a) The Bids and all related correspondence and documents in relation to the Bidding Process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder.

b) The Bidders shall ensure that any number mentioned in the Bid shall be followed by words in relation to such numerical format of the number, and in the event, there is a conflict in the numerical and the word format of the number, the number provided in words shall prevail.

5.2 Bid Currency

All prices quoted in the Bid shall be quoted in Indian Rupee(s) (INR).

5.3 No claim for compensation for submission of tender

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. IREL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

5.4 Conditions of eligibility

The Bidders must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein and shall submit the Pre-Qualification Application for providing proof of satisfying the same. Bids of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

For determining the eligibility of Bidders, the following shall apply:

a. The bidder should meet the Pre-qualification Criteria as mentioned in RFP.
b. The Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.
c. Any entity that has been barred by the Central/ State Government in India, or any entity controlled by it, from participating in any project, and the bar subsists as Bid Due Date, would not be eligible to submit the Bids.

5.5 Prequalification and Techno-commercial Bid (Part 1)

The Bidders will prepare their Bids in the structure and sequence provided below. In case the Bids are not found as per the required structure, IREL shall have the right to declare the Bid as non-responsive and the Bid shall not be considered for further evaluation.

PART-I Prequalification and Techno-commercial Bid (Envelope -1), Bidders should attach clearly marked and referenced continuation sheets for eligibility criteria, PQ criteria and techno-commercial conditions, in the event that the space provided in the prescribed forms is insufficient.

Checklist of documents to be submitted

Sl. No.	Document	Reference	Compliance (Y/N)
1.	Condition of eligibility	As per clause 5.4	Y
2.	Pre-Qualification & Marking Details	Annexure 1 (Form 1 to 2)	Y
3.	Undertaking on ethics	Annexure III	Y
4.	Techno-commercial proposal	Annexure IV	Y
5.	No Blacklisting certificate	Annexure V	Y
6.	Any other document/ data/ details to be submitted as mentioned elsewhere in the RFP	General	Y

5.6 Price Bid (Part II)

a) Bidders are required to submit their rates in the price bid format attached in Annexure 6 to this document. The Price Bid is to be submitted online on the CPP Portal.

b) The rates quoted should be inclusive of all costs/ expenses and statutory taxes excluding GST.

c) All the rates stipulated in the price bid shall be inclusive of all expenses and remain firm throughout the relevant period of contract. Applicable GST will be paid at actual.

5.7 Arrangement of Tender

a) The tender shall be neatly arranged, plain and intelligible, typewritten on white paper with consecutively numbered pages in solid binding. They should not contain any terms and conditions printed or otherwise which are not applicable to the tender.

b) Insertions, postscripts, additions and alterations shall not be authorized unless confirmed by the renderer's signature. The tenderer shall ensure that the prices quoted are given in figures as well as in words.

5.8 Instructions for Online Bid Submission

a) Bidder should take into account any corrigendum published in the CPP portal before submitting their bids.

b) Bidders shall go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the bidder needs to submit all documents related to Technical and financial through online mode only. Any deviations from these may lead to rejection of the bid.

c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, self-certificates etc.) has been provided to the bidders. Bidders can use "My Space" or ''Other Important Documents'' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

The bidders are required to follow the given instructions for successful submission of their bids :

a) <u>Registration on the online portal</u>

i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://etenders.gov.in/eprocure/app) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.

ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / eMudhra etc.), with their profile.

a) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

b) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

b) Searching for Tender Documents

i. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

ii. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

c) Submission of bids

iv. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

v. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. The bid should be signed by any of partners/members, in case of other than partners/members, the power of Attorney as per Annexure-2 is required to be submitted.

vi. Bidders are requested to note that they should necessarily submit their financial bid in the format provided and no other format is acceptable. If the price bid has been given as a standard format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the standard price bid format file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the standard format for price bid is found to be modified by the bidder, the bid will be rejected.

vii. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

viii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to

asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

ix. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

x. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

xi. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. EVALUATION PROCESS

6.1 Opening of Technical Bid (Part 1)

(i) IREL shall open the Technical Bids received against the RFP, at time, date specified in bid data sheet.

(ii) The Bidder's name, and such other details as IREL in its sole discretion may consider appropriate, shall be announced at the opening of Technical Bid.

(iii) IREL will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in clause 7.1.

6.2 Evaluation of Technical Bid

IREL shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

(i) IREL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by IREL in respect of such Bid.

(ii) Evaluation of Pre-Qualification Criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive as mentioned below:

a) **<u>Test of Responsiveness for Timely and proper Submission</u>**

Prior to evaluation of Technical Bids (i.e., Qualification Criteria), IREL shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

1. Technical and Price Bid is submitted online.
2. The Bids are submitted online by the Bid Due Date including any extension thereof pursuant hereto.
3. It contains all the information (complete in all aspects) as requested in this RFP and/or Bid Documents (in formats same as those specified in the RFP);
4. It does not contain any conditionality; and
5. It is not non-responsive in terms hereof and any other conditions specified

elsewhere in RFP.

b) **Assessment of Pre-Qualification Criteria**

(i) IREL shall examine and evaluate the Pre-qualification of each Technical Bid upon determining its responsiveness as per sub clause (a) above.

(ii) The Bidder must meet Eligibility Criteria specified in clause 7.1 and have submitted all documents as per clause 5.4 in order to qualify for next stage of assessment.

(iii) Assessment of technical bids to assign Technical Score of only those Bidders shall be carried out whose Bids are meeting Pre-Qualification Criteria and submitted all required documents pursuant to sub clause (ii) above.

6.3 Opening of Price Bid (Part II)

(i) The Price Bid shall be filled up by the Bidder at designated places through CPP Portal as per format specified in Annexure 6 to this RFP. Any Bids, which are not as per the instructions, shall summarily be rejected. The Bidder must submit the declaration in this regard as part of Technical Bid (Such Declaration must state that the Price Bids are filled up on CPP Portal as per the Method specified above in table above as well as per the instruction to fill up the prices).

(ii) The Price Bids of only the eligible Bidders shall be opened in the presence of such of the Bidders and/or their authorized representatives who choose to attend.

(iii) The time and date of opening of Price Bids shall be informed to the Bidders who are declared as Qualified Bidders in advance.

6.4 Clarification of Bids and Request for additional/missing information

To facilitate evaluation of Bids, IREL may, at its sole discretion, seek in writing clarifications / documents / missing information in writing from any Bidder regarding its Bid. If the response from the Bidder is not received by IREL before the expiration of the deadline prescribed in the written request, IREL reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

6.5 Verification and disqualification

(i) IREL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by IREL, make available all such information, evidence and documents as may be necessary for such verification.

(ii) Any such verification or lack of such verification, by IREL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of IREL there under.

(iii) IREL reserves the right to reject any Bid and/or suspend the Bidder, if:

1. at any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
2. Bidder is blacklisted/ barred by any Government Agency for participating in this tendering process.

3. the Bidder does not provide, within the time specified by IREL, the supplemental information sought by IREL for evaluation of the Bid.
4. In case of fraudulent Bid and the Bidder found to be involved in fraudulent and corrupt practice as per RFP.
5. In case the Bidder has Conflict of Interest.
6. a Bidder makes an effort to influence IREL in its decisions on Evaluation process/Selection process.
7. while evaluating the Bid, if it comes to IREL's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal.
8. Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
9. A bidder who submits or participates in more than one Bid under this RFP.

(iv) Such misrepresentation/ improper response/ blacklisting/ record of poor performance shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the Preferred Bidder gets disqualified / rejected, then IREL reserves the right to:

1. invite the remaining Bidders to submit their Bids or
2. take any such measure as may be deemed fit in the sole discretion of IREL, including annulment of the Bidding Process.

(v) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification criteria /conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, and if the Successful Bidder has already been issued the order or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by IREL to the Successful Bidder/ Agency, without IREL being liable in any manner whatsoever to the Successful Bidder/ Agency. In such an event, IREL shall be entitled to suspend the Bidder, as the case may be, without prejudice to any other right or remedy that may be available to IREL under the RFP and/or the Contract.

6.6 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time IREL makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, IREL and its employees on matters related to the Bids under consideration.

6.7 Correspondence with Bidder

Save and except as provided in this RFP, IREL shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

6.8 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process. IREL will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. IREL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or IREL or as may be required by law or in connection with any legal process.

7. ELIGIBILITY CONDITIONS

7.1 PRE-QUALIFICATION (PQ) CRITERIA:

a. **Bidder should meet the PQ criteria as mentioned under for further** consideration of their bid.

Sl. No	Pre-qualification criteria	Documents required (Self Attested)
1	Bidder shall have its registered office in the State of Maharashtra**,** preferably within Mumbai/ Greater Mumbai jurisdiction**.**	Documentary evidence in support of the registered office address may be submitted which may include either of the following: • Certificate of Incorporation • Registered lease/ rent agreement • Recent utility bill showing the address. • GST Registration Certificate • Shops & Establishments Registration Certificate
2	Bidder during last 7 years ending 31st August 2026 must have executed similar Services as a Consultant to any client within Mumbai/ Greater Mumbai jurisdiction as detailed below**:** Liaisoning services for obtaining Occupancy Certificate for a commercial / residential building from BMC/MCGM or handing over setback area to BMC/MCGM.	Documentary evidence in the form of Work Order/ Agreement is to be submitted along with proof of Completion issued by Client. In case of non-availability of Completion Certificate, Certificate from Practicing Chartered account in proof of the payment received against the specified Work Order/ Agreement is to be submitted along with self certificate of completion of work.
3	Average annual financial Turnover during last 3 financial years ending March 2026 shall be more than Rs 15.00 lakhs.	P&L statement for 3 financial years ending March 2026 to be submitted or practicing Chartered Accountants certificate for 3 financial years ending March 2026 to be submitted

Note:

1. The bidder not fulfilling the above minimum PQ criteria need not submit bid as their bid shall be liable to be summarily rejected.

Evaluation of Price Bid and Financial Score

The Price Bid of only bidders meeting Pre-Qualification Criteria shall be opened. The Bidder shall be required to Quote as per the Price Bid format only.

8. APPOINTMENT OF CONSULTANT

8.1 Declaration of successful Bidder

(i) Prior to expiry of the Bid Validity Period, IREL shall notify the Preferred Bidder(s) as the Successful Bidders through order that his/their Bid has/have been accepted (the "Successful Bidder"). This order shall be issued, in duplicate and shall specify the rates at which IREL shall pay to the Successful Bidder.

(ii) Successful Bidder shall, within 7 (seven) days of the receipt of the order, communicate its acceptance of the order through a letter ("Letter of Acceptance") along with signed duplicate copy of the order as acknowledgement. In the event the duplicate copy of the order duly signed by the Successful Bidder is not received within the stipulated date, IREL may, unless it consents to extension of time for submission thereof, may suspend the Bidder as specified in RFP.

8.2 Proprietary Data

All documents and other information provided by IREL or submitted by Bidder to IREL shall remain or become the property of IREL. Bidder may treat all information as strictly confidential. IREL will not return any Bid, or any information related thereto.

8.3 Tax Liability

The rates quoted in Price Bid shall be inclusive of all taxes, duties, surcharge Levies etc. as applicable ("Price Quote") except applicable Goods and Service Tax. Applicable GST at the time of invoicing shall be reimbursed by IREL. The risk of applicability of any taxes, duties and levies except GST shall rest with the Consultant including any risk of interpretation, retrospective application.

GST shall be paid only to those bidders who have GST registration for the said job and billing on IREL has been made in terms of guidelines stipulated in the GST rules.

IREL shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

9. PAYMENTS TERMS:

No advance whatsoever shall be payable to the selected Consultant.

The consultancy fee shall be paid on a milestone/deliverable-based basis as specified in this Payment Schedule. Payment against each milestone shall become due only upon satisfactory completion and acceptance of the corresponding deliverables by EIC of IREL.

The Consultant shall be responsible for end-to-end processing, liaisoning and follow-up with the concerned statutory authorities for achieving the specified milestones. Actual

statutory/ Government fees shall be borne separately by IREL against official demand/challan/receipt and shall not form part of the Bidders quoted consultancy fee.

The Milestone based payment schedule shall be followed:

Sl. No.	Milestone / Stage	Key Deliverables	Payment
1	Inception & Due Diligence	• Self-Certificate in proof of having carried out joint site inspection along with EIC after collection of all requisite documents from IREL • Submission of Action plan for execution of the entire assignment	5%
2	Survey & Statutory Documentation	• Submission of application for handover of setback are to MCGM on behalf of IREL and Architect. • Submission of Indemnity Bond in favour of MCGM • Submission of affidavit on behalf of IREL to MCGM • Submission of consent for handing over to Building Proposal Dept., MCGM • Submission of IREL's undertaking for handing over the setback are to concerned/ MW ward. • Submission of application for Traffic NOC	20%
3	Setback Handover & Subdivision Approval	• Producing Receipt of proof of verification of plot Boundaries towards obtaining the Official Mojani report. • Submission of Application along with fee payment towards Sub-Division proposal and City Survey Department	20%
4	DRC/TDR & Utility Clearances	• Preparation and submission of DRC proposal • Submission of application for Tree Shifting/cutting; street-light/electric pole shifting permission • Legal Department clearance document	20%
5	Final Handover & Project Closure	• Submission of PRC Cards : IREL (Original) & MCGM (Certified Copy) • DRC Certificate along with all approved plans etc.	35%
	Total		**100%**

The % indicated above is on Lumpsum Contract value.

From each of the Bills to be raised against each milestone as above, 5% of the Invoice value shall be retained as "Retention Money" to be released along with Milestone 5 on certification of EIC.

All payments are subject to deduction of tax at source as applicable. The payments to be released by IREL will be made through e-payments.

10. SECRECY:

The successful bidder shall not at any time during the tenure of the contract or thereafter disclose any information furnished to them by IREL or any drawings, designs, reports and other documents and information prepared for this work, without the prior written approval of IREL except in so far as such disclosure is necessary for the performance of the Consultant's work and service hereunder.

11. **TIME PERIOD OF COMPLETION AND LIQUIDATED DAMAGES**:

The date of commencement of project will be reckoned from the 8th day of date of issuance of the order.

Completion of various activities as indicated in Scope of Work shall be carried out within 13 weeks from the date of commencement of the work.

The work shall be carried out with all due diligence and as per time schedule specified above. In case of any delay / default, of the Consultant to adhere to the agreed time schedule, (Decision of the IREL shall be final and binding) IREL shall recover the liquidated damages from the Consultant fees at the rate of 1% (one percent) of the total amount of fee payable per week of delay of any activity subject to a maximum of 10 (ten) per cent of the total fee payable.

To adhere to the above mentioned time schedule the Consultant shall be provided on demand necessary documents. Any delay in supplying the requisite documents and delay due to any other cause beyond the control of the Consultant shall be considered for grant of extension of time.

If the Consultant requires extension of time, they shall intimate in writing to IREL within 10 days of occurrence of such hindrance / delay. IREL after satisfying himself about the reasonableness of grounds, may grant extension of time as in his opinion be justified and communicate the same in writing (The decision of IREL shall be final and binding) whenever such extension of time is granted it would be without prejudice to the rights of Employer. Any extension of time granted as stated above shall neither entitle the Consultant to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

12. **SPECIAL CONDITIONS OF CONTRACT**:

i. 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.

ii. 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.

iii. 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.

iv. Wherever it is mentioned in the Specifications that the Consultant shall perform certain

Service or provide certain facilities, it is understood that the Consultant 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.

v. VALIDITY OF OFFERS/PRICE:

Bidders have to quote the prices strictly as per the Price Bid format. Prices quoted by the bidders in their bids shall remain firm and valid for the total contract period or till complete execution of the contract. However Statutory Levies/Taxes are applicable on prevailing date of actual render of services on submission of invoice. The offered price should be valid for a period of 90 days from the date of opening of the bid.

vi. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

M/s. IREL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the IREL"s action.

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 bemaintained in the metric system.

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Interpretations & priority of contract documents

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

a. The Contract Agreement
b. Detailed Letter of Acceptance along with its enclosures
c. Fax of Acceptance
d. Scope of Works/ Job Specifications (specific to particular job only, wherever provided)
e. Drawings
f. Special Conditions of Contract (SCC)
g. Technical Specifications (wherever applicable)
h. Instructions to Bidders (ITB)
i. General Conditions of Contract (GCC)
j. 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.

2.0 GENERAL INSTRUCTIONS & OBLIGATIONS

2.1 FORMATION OF CONTRACT:

2.1.1 Employer will be the sole judge in the matter of award of Contract and the decision of Employer shall be final and binding.

2.1.2 The acceptance of tender will be intimated to the successful Bidder by the Employer either by Fax / E - mail /Letter or like means defined as Service Contract (SC)

2.1.3 The Contract shall come into force on the date of SC and the same shall be binding on Employer and Service Provider.

2.2 SIGNING OF AGREEMENT:

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

2.3 ADDENDA/CORRIGENDA:

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

2.4 SITE VISIT

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

2.5 CONFLICT OF INTEREST

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

2.6 ABNORMAL RATES

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

2.7 GENERAL OBLIGATIONS OF SERVICE PROVIDER:

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

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

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

2.7.3 Perform all other obligations, jobs / services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for providing necessary service as per the Contract.

2.7.4 Be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.

2.7.5 Give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period/DLP as Employer may consider necessary for the proper fulfilling of Service Provider's obligations under the Contract.

2.7.6 Not disrupt the Services of the Employer being carried out by the Service Provider / and shall provide access for carrying out job/services to:

- Employer’s personnel(s), and /or
- any other Contractor(s) / Service Provider(s) employed by Employer, and /or
- personnel of public authority(ies)/third party(ies)

2.7.7 Further, the Service Provider shall execute the job carefully without causing damage to the existing facility(ies) and facility(ies) of third party(ies) and in case of such happening shall immediately bring to the notice of EIC.

2.7.8 Further, the coordination and inspection of the day-to-day job under the Contract shall be the responsibility of the Engineer-in-Charge (EIC). The EIC or his authorized representative including any statutory authority shall at all reasonable times, have full power and authority to access and inspect the Services wherever in progress either on the Site or at the Service Provider’s premises/workshops and

the Service Provider shall afford or procure every facility and assistance to carry out such inspection. Such Inspection shall not release the Service Provider from any obligation under the Contract.

2.8 SERVICE PROVIDER's REPRESENTATIVE & PERSONNEL:

2.8.1 Service Provider shall appoint a person (*"Service Provider's Representative"*) who shall be responsible for and authorized to represent it at all times during the progress of the Service and to receive and to act on any request made by Employer in the performance of the Service pursuant to the terms of this Contract.

2.8.2 Service Provider's Representative shall have full authority to represent and bind the Service Provider in relation to any matter concerning the Service Provider's performance of the services under the Contract and Employer shall be entitled to rely on all the decisions of the Service Provider's Representative as if they were the decisions of the Service Provider.

2.8.3 Service Provider's Representative shall supervise, coordinate and ensure the quality of all aspects of his obligations under this Contract. Service Provider shall not change its Representative without the prior approval of Employer.

2.8.4 Service Provider's Representative shall liaise with Employer for the proper coordination and timely completion of the Services and on any matter pertaining to the same.

2.8.5 Service Provider's Representative shall extend full cooperation to Employer's representatives/inspector in the manner required by them for supervision /inspection/ observation of equipment, material, procedures, performance, reports and records pertaining to Services.

2.8.6 Service Provider's Representative shall have complete charge of his personnel engaged in the performance of the Service and to ensure compliance of rules and regulations and safety practice.

2.8.7 If the Service Provider's Representative is found not acceptable to the EIC, the Service Provider shall, as soon as practicable, having regard to the requirement of replacing him, after receiving notice of such withdrawal, remove the representative and shall not thereafter employ him again on the Services in any capacity and shall replace him by another representative acceptable to the EIC.

2.9 SERVICE PROVIDER'S EMPLOYEES / PERSONNEL:

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

(a) only such skilled and experienced personnel(s) in their respective areas; &

(b) such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely fulfilling of the Service Provider's obligations under the Contract.

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

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

2.10 CONTRACT PERFORMANCE SECURITY (CPS):

2.10.1 The Service Provider shall provide Contract Performance Security (CPS) to the Employer, within the scheduled date specified in the notification of award for an amount mentioned therein. The CPS shall be returned/refunded three months after Contract completion period and Defects Liability Period (DLP), if any. All costs associated with CPS shall be borne by the Service Provider. No charges or interest shall be payable by the Employer even if the CPS is in the form of a Demand Draft.

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

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

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

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

2.11 FAILURE BY THE SERVICE PROVIDER TO COMPLY WITH THE PROVISIONS OFTHE 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.

(c) 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 utilizing in completing the services or any part thereof, such as materials, equipment and plants available at service site belonging to the Service Provider as may be necessary and the Service Provider shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

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

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

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

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

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

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

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

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

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

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

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

2.14.3 TERMINATION OF CONTRACT FOR CORRUPT / 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 fullyresponsible 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 ofthe 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 whichhe 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 authorized 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 finaland binding on the parties.

2.29 CONFIDENTIALITY:

The Service Provider, it's 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 copyright 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: (NOT APPLICABLE)

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

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

3.6 LIMITATION OF LIABILITY

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

Provider for following:

(a) In the event of breach of any Applicable Law;

(b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross Negligence of the Service Provider or any person acting on behalf of the Service Provider; or

(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:

3.7.1 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-ServiceProvider.

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 deemed to include the requisite services as may be required to complete the Services properly including remedying of any defect therein.

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

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary work (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores & appliances and such

other items / equipments / materials as required for carrying out the services by the Service Provider and all other matters in connection with each item in the Schedule of Rates and the execution of the Service or any portion thereof finished, complete in every respect and maintained as shown or described in the Contract Documents or as may be ordered in writing during the continuance of the Contract.

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

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

4.2.5 SCHEDULE OF RATES TO COVER TAXES AND DUTIES:

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

4.2.6 SCHEDULE OF RATES TO COVER RISKS OF DELAY:

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

4.2.7 SCHEDULE OF RATES CANNOT BE ALTERED:

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

4.3 PROCEDURE FOR BILLING OF SERVICES:

4.3.1 BILLING PROCEDURE:

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

The Bill(s) complete in all respect with details and enclosure(s) is to be submitted by Service Provider in line with terms of the Contract. Employer shall make all endeavor to release payments of undisputed amount of the bills submitted within 30 (Thirty) 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 byhim 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 (NOT APPLICABLE)

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

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

5.0 LAWS, HEALTH, SAFETY & ENVIRONMENT

5.1 LABOUR LAWS:

i) No labour below the age of 18 (eighteen) years shall be employed on the Job.

ii) The Service Provider shall not pay less than what is provided under law to labourers engaged by him on the Job.

iii) The Service Provider shall at his expense comply with all labour laws and keep the Employer indemnified in respect thereof.

iv) The Service Provider shall pay equal wages for men and women in accordance with applicable labour laws.

v) If the Service Provider is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Job under the Contract. Such fee/deposit shall be borne by the Service Provider.

vi) The Service Provider shall employ labour in sufficient numbers either directly or through Sub- Service Provider's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract while also ensuring that workman is not stressed due to long hour of working and to the satisfaction of the EIC.

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

In the event of any dispute arising in connection with this Contract, the parties shall, in the first instance, endeavor to resolve the same amicably through mutual discussions and consultations.

If such dispute is not resolved within a period of 30 (thirty) days from the date of receipt of written notice by one Party to the other, the dispute shall be referred to a Dispute Resolution Committee (DRC). The DRC shall comprise representatives of both IREL and service provider and shall be chaired by the authorized representative of IREL. The DRC shall make reasonable efforts to resolve the dispute within 30 (thirty) days from the date of its constitution.

In the event that the dispute remains unresolved even after consideration by the DRC, the method of dispute resolution shall be in accordance with the option(s) selected by IREL at the time of bid creation, in line with the "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement" issued by the Department of Expenditure vide OM No. F.1/2/2024-PPD dated 03.06.2024, as amended from time to time.

This Contract shall be governed by and construed in accordance with the laws of India. Subject to the above, all disputes arising in connection with this contract shall be subject to the exclusive jurisdiction of the courts. The arbitration shall be take place at Mumbai and all legal proceeding in any manner arising there under can only be initiated in the court of law at Mumbai only within the jurisdiction of High Court of Mumbai.

6.5 JURISDICTION:

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

ANNEXURES

Annexure I

Pre-Qualification Particulars of the bidder

Form 1 - PARTICULARS OF THE BIDDER

Sl.	Particulars	Details
1.	a) Name of Bidder b) Legal status (e.g. partnership or LLP) c) Address of the office in Mumbai d) Date of incorporation	
2.	Bank details: - The payments to be released by IREL through e-payments. The contractor has to provide the following details: • Beneficiary name: • Account Number: • Name of the bank: • IFSC: • Nature of Account (Savings/Current/CC/OD): • Branch Code	
3.	Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder: a) Name b) Designation c) Address d) Telephone Number e) Email address	
4.	Particulars of the Authorised Signatory of the Bidder a) Name b) Designation c) Address d) Telephone Number e) Email address	
5.	a) GST Reg. No.: b) PAN:	

The following information shall also be provided for the Bidder

S. No.	Criteria	Yes	No
1	Has the Bidder been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (similar nature or other)?		
2	If the answer to 1 is yes, does the bar subsist as on the Application Due Date or Bid Due Date?		

Signature of Authorised Signatory with seal

Name, Designation, Date, Place

Form 2 – Conditions of Eligibility

S.no	Eligibility Requirement (Clause 5.4)	Eligibility with documentary evidence
1.	The bidder should meet the Pre-qualification Criteria as mentioned in Clause 7.1	**Yes/No**
2.	The Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.	**Yes/No**
3.	Any entity that has been barred by the Central/ State Government in India, or any entity controlled by it, from participating in any project, and the bar subsists as Bid Due Date, would not be eligible to submit the Bids	**Yes/No**

Signature of Authorised Signatory with seal

Name, Designation, Date, Place

Annexure-II

Power of Attorney of Signing the Bid

(Notarized)

Know all men by these presents, We, (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at , who is [presently employed with us and holding the position of], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the "Please mention the name of the RFP" proposed or being developed by the IREL (India) Limited (the "IREL") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to IREL, representing us in all matters before IREL, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with IREL in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with IREL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney 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 ,
2025

For_____ (Signature)
(Name, Title and Address) Witnesses:
1.
2.

Accepted [Notarised]
(Signature)
(Name, Title and Address of the Attorney)

Notes:

- The mode of 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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Annexure III

Undertaking by the bidder (Ethics)

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)……..

Annexure IV

Bid Submission Letter (Techno-commercial)

Dated:

To:

Subject: Request for Proposal (RFP) for engagement of consultant for liaisoning with BMC/ MCGM enabling handing over of setback land at Wadhavali, Chembur

Dear Sir,

1. With reference to your tender no IREL/HO/PT/2026-27/ I/we, having examined the RFP Documents and understood their contents, hereby submit my/our Bid for the aforesaid assignment. The Bid is unconditional and unqualified.

2. All information provided in the Bid and in the Appendices is true and correct.

3. This statement is made for the express purpose of participating as Bidder for the of the aforesaid assignment

4. I/ We shall make available to IREL any additional information it may find necessary or require to supplement or authenticate the Bid.

5. I/ We acknowledge the right of IREL to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

7. I/ We declare that:

a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by IREL.

b. I/ We do not have any conflict of interest in accordance with the RFP document.

c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any RFP or Expression of Interest issued by or any agreement entered into with IREL or any other public sector enterprise or any government, Central or State; and

d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.

9. I/ We believe that we satisfy the requirements as specified in the RFP document and are/ is qualified to submit the Bid.

10. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

11. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Partners/Members/ employees.

12. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of ineligibility in terms of the provision of the RFP, we shall intimate IREL of the same immediately.

13. I/We acknowledge and agree that in the event of a change in control of the organization, I/We shall inform IREL forthwith along with all relevant particulars and IREL may, in its sole discretion, disqualify us or withdraw the order, as the case may be.

14. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by IREL in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned assignment and the terms and implementation thereof.

15. In the event of my/ our being declared as the Selected Bidder, We agree not to seek any changes in the aforesaid RFP and agree to abide by the same.

16. I/We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set-forth in the order, we shall have no claim, right or title arising out of any documents or information provided to us by IREL or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of assignment.

17. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our Bid is not opened.

18. The Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Technical information, and our own estimates of costs and after a careful assessment of the site conditions and all the conditions that may affect the Bid.

19. With reference to above, this is to confirm that we have not changed/ modified the RFP documents as appeared in the website/ issued by you.

20. We hereby confirm that we have not taken any deviation from RFP clauses together with other references as enumerated in the above referred RFP.

21. We hereby confirm our unqualified acceptance to all terms & conditions of RFP.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

23. We agree to keep this Bid valid for 90 (ninety) days from the Bid Due Date specified in the RFP or such further period as may be requested by IREL.

24. We accept that, we will not modify our bid during the bid validity period In the event of any modification to our bid by us or failure on our part to honour the contract after final award our firm may be debarred from participation in any tender/contract notified by IREL(India) Limited for a period of one year.

25. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)
Name and seal of Bidder Firm, Place : Date……..

Annexure: V

No Blacklisting certificate

Format for Affidavit certifying that the Entity/ Promoter/s / Director/s/ Members/ partners of Bidder are not blacklisted.

No-Blacklisting Affidavit

I M/s. …… (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our partner/s / members/s are not barred by Government of Maharashtra (GoG) / any other entity of Government of Maharashtra or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in this RFP as on the_-(Bid submission Date).

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the contract period.

Dated this ……..Day of ..... , 2026.

Name of the Bidder

Signature of the Authorized person Name of the Authorized Person

Annexure: VI

Format of Price Bid

- ***The PRICE PROPOSAL SHOULD BE SUBMITTED ONLINE ONLY through CPP portal.***
- ***Price Bid should not be submitted in hard copy and or placed with Technical Bid. Prices submitted in hard copy and or placed with Technical Bid shall result in outright rejection of bid)***

To,

IREL (India) Limited
Corporate Office, Mumbai,
Maharashtra.

Sub : Engagement of consultant for liaisoning with BMC/ MCGM enabling handing over of setback land at Wadhavali, Chembur

Dear Sir,

After thoroughly reading and accepting the RFP terms, understanding the requirements and scope of work of the IREL under this RFP, and its terms and conditions, we hereby agree to provide our services at the following rates:

Name of the Firm:

Sl. no.	Particulars	Amount (Rs)
1	Lumpsum fee of liaisoning with BMC/ MCGM enabling handing over of setback land at Wadhavali, Chembur as specified in scope	
2	Applicable GST	
3	Total (1+2) (Rupees…….. only)	

Notes:

1. GST shall be paid as prevailing rate at actual and if GST is not applicable the bidder should mention clearly in the bid document.

2. Total price shall be indicated in both figures & words. In case there is any discrepancy between figures & words, words shall prevail.

3. If taxes are not quoted separately, it is assumed that price is inclusive of GST.

4. No price bid is to be submitted along with part 1 (techno-commercial) otherwise bid will be considered void.