TENDER FOR
HIRING OF MANPOWER SERVICE PROVIDER FOR OFFICE MANAGEMENT SERVICES AT LNG/L-CNG STATIONS & OFFICE FOR A PERIOD OF TWO YEARS IN SOLAPUR GA

TENDER NO. IMC/Solapur/2026-27/138

(OPEN DOMESTIC COMPETITIVE BIDDING)

COMMERCIAL TENDER

VOLUME I OF II

Issued : 10.10.2025

IMC LIMITED

IMC LIMITED

CITY GAS DISTRIBUTION PROJECT IN SOLAPUR GA

TENDER DOCUMENT

FOR

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TENDER NO. :- IMC/Solapur/26-27/138

VOLUME I OF II

COMMERCIAL VOLUME

(OPEN DOMESTIC COMPETITIVE BIDDING)

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SECTION - I

INVITATION FOR BIDS (IFB)

1.0 INTRODUCTION

In 2017, IMC has forayed into City Gas Distribution and received the authorization to undertake City Gas Distribution project in Solapur Geographical Area (GA) by PNGRB, as per vide order dated 06-03-2017.

Further PNGRB vide their letter dated 08.03.2019 has authorized IMC Ltd. for Geographical Area of Solapur for executing CGD project to provide Natural Gas for the Domestic, Commercial, Industrial and Transport consumer segments in Solapur GA, Maharashtra.

2.0 BRIEF DESCRIPTION OF PROJECT

The present project is **"Hiring of Manpower Service Provider for Office Management Services at LNG/L-CNG Stations & Office for a period of Two years in Solapur GA."**

3.0 BRIEF SCOPE

SCOPE OF SERVICES

This enquiry deal with contract for hiring of manpower service provider for Office Management Services at various offices at Solapur for a period of two years in Solapur GA.

The Manpower requirement is tentative and may vary during award and execution of Work.

SCOPE OF WORK

The scope of work will be to provide manpower services for Offices at Solapur GA. The work will be executed on awarded rate basis. The brief scope of work will be as follows:

i) Providing Office management services at IMC office & guest houses i.e. housekeeping, cooking, drivers for company vehicles, office boys, finance & marketing officer, drivers for Mobile Cascade HCVs (hazardous certified).

Brief Scope of Work is mentioned in above is tentative and may vary during award, for detail scope of work refer Technical Tender Vol II of II.

4.0 CONTRACT PERIOD

The period of Contract shall be **Two (02) Years** including mobilization period of Thirty (30) days from the date of intimation.

5.0 BID VALIDITY

Bid should be valid for **Six (06) Months** from the date of schedule submission.

6.0 BIDDING PROCEDURE

Bidding will be conducted through Open Domestic Competitive Bidding basis. Single stage two bid system is adopted for this tender.

The submission and opening of bids will be through e-tendering mode at https://imcgasco.com. Tender document can be downloaded from the website https://imcgasco.com.

DETAILS OF BID DOCUMENTS

Sl. No.	Description	Details
7.1	Name of Work / Brief Scope of Service /Job	Hiring of manpower service provider for Office Management Services at LNG/L-CNG stations for a period of two years in Solapur GA
7.2	Tender Document Number	Tender No. IMC/Solapur/26-27/138 dated 10.10.2026

INVITATION FOR BIDS (IFB)

7.5	EMD/Bid Security	**INR**
7.6	Pre bid meeting date and venue	Online Pre-Bid Meeting shall be held on 13.10.2026 at 1500 Hrs. through video conferencing hosted by VCS. Pre-bid meeting shall be conducted through Video conference and link would be shared. Bidders are requested to forward their pre-bid queries through email to parikshit@imc.net.in latest by 1800 Hrs. on 12.10.2026.
7.7	Bid Submission Date and time	27.10.2026 up to 1430 Hrs IST by email on the IDs mentioned above.

Bid shall be submitted in two parts as below:

PART- I (UN-PRICED BID)

Un-priced bid must be completed with all technical details along with all other required documents including price schedule **WITH PRICE BLANKED OUT** etc. as per clause no. 20.1 of ITB.

Following documents need to be submitted along with Un-Priced bid by email.

i) Bid Security (By DD in physical form)
ii) Power of Attorney

PART-II (PRICED BID)

Priced bid shall contain only the prices without any conditions as per clause no. 20.2 of ITB

All the documents except the DD or BG shall be submitted by email.

9.0 BIDDER EVALUATION CRITERIA (BEC)

TECHNICAL:

9.1.1 The Bidder should have experience of Manpower supply as per the skill sets mentioned in the Scope of Work. Bidder should have successfully executed at least one single job of similar nature for continuous 01 year as stated above in previous 05 (five) years of value not less than **INR 0.40 Cr** in any one year reckoned from the date of floating of tender.

Note:

a) In case the bidder is executing a Rate Contract of above nature which is still running and the contract value executed till last day of the month previous to the one in which tender is invited is equal to or more than the minimum prescribed value mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by the end user / owner / authorized consultant.

b) A job executed by a bidder for its own plant/ projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for Subsidiary / Fellow subsidiary/ Holding company against orders fulfilling above BEC criteria will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by statutory auditor of the bidder and challan towards payments of statutory tax in support of the job executed for Subsidiary/ Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.

c) The above qualification Criteria is inclusive of GST/ Service taxes as applicable.

d) Experience acquired as a sub-contractor shall not be considered for qualifying BEC.

FINANCIAL:

9.1.2 **Turnover**

The minimum annual turnover achieved by the bidder as per their audited financial results during any one of the last three financial years shall be **INR 90 Lakh**. Bidder must submit the details in prescribed format F-8A provided in the tender document.

Bidders are required to submit the copy of said Audited Balance sheet & Profit and loss account along with the technical bid**.**

9.1.3 **Net Worth**

The net worth of the company must be positive for the preceding audited financial year. Bidder must submit the details in prescribed format F-8B provided in the tender document.

9.1.4 **Working Capital**

The minimum Working Capital of the bidder as per the audited financial result of previous financial year shall be **INR 15 Lakhs.** Bidder must submit details in the prescribed format F-8B provided in the tender document.

Note:

- If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores, confirming the availability of line of credit for the respective items specified above**,** (Refer format as attached in 'Forms & Formats' for certificate from Bank for Line of Credit).
- In case the tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of the immediately preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for Net worth/ Working Capital calculation. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, Bidder has to compulsorily submit the audited financial results for the immediate preceding financial year.
- However, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years, the same shall suffice.
- Notarized Copy of Audited Financial Statement for the last three (03) preceding financial years] issued by Statutory Auditor / Chartered Accountant shall be considered for bid evaluation.

9.2 **The documents required to be submitted by the bidder to substantiate their qualification under Bidder Evaluation Criteria (BEC) shall be as follows:**

BEC Clause No.	Description	Documents required for qualification
Technical BEC		
9.1.1	Experience	a) Copy of Order/LOA/Contract along with its detailed SOR items & scope of work which has been executed/completed towards similar works as mentioned at BEC.

		b) Copy of Completion Certificate against the Order/LOA/Contract submitted as mentioned at point "a" above, must be submitted. The Completion Certificate must contain the detailed information like Order/ LOA/ Contract No. with date, Brief Scope of work / Name of work, Order value, Total executed value and period of execution, Scheduled date of Work completion and date of Actual work completion etc. The Completion Certificate shall be issued by the end user/owner/authorized consultant.
Note to BEC (a)	In case of Rate Contract	a) Copies of Rate Contract and corresponding Purchase Order (P.O.) / Work Order (WO)/LOA. b) Completion / Execution certificate. Certificate issued by end user/Owner's / consultant authorized consultant and/ certified Tax Invoice of RA bill with details.
Note to BEC (b)	Jobs executed for Subsidiary / Fellow subsidiary / Holding company	For Bidders, quoting as Subsidiary /Fellow subsidiary / Holding company: Following document shall be submitted along the bid pertaining to BEC criteria: a) Copy of Work Order/PO b) Copy of SOR clearly describing scope of work. c) Completion Certificate d) Final tax paid invoice(s) duly certified by statutory auditor of the bidder e) Challan towards payments of statutory tax in support of the job executed.
Financial BEC		
9.1.2	Annual Turnover	Bidder must submit: **Audited Financial statements including Balance sheet and Profit & Loss Account etc. for last three immediate preceding financial years** AND Details of financial capability (F-8A).
9.1.3	Net Worth	Bidder must submit: **Audited Financial statements including Balance sheet and Profit & Loss Account etc. for immediate preceding financial year** AND Details of financial capability (F-8B).
9.1.4	Working Capital	Bidder must submit: **Audited Financial statements including Balance sheet and Profit & Loss Account etc. for immediate preceding financial year**

		In case of inadequate or negative working capital, Letter from the bidder's Bank (as per Form F-12), having net worth not less than Rs.100 Crores, confirming the availability of the line of credit for at least working capital requirement as stated in BEC. Details of financial capability (F-8B).

9.3 **Authentication of document submitted in support of Bid Evaluation Criteria (BEC)**

9.1.1	Technical Criteria of BEC	All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be duly certified/ attested by Chartered Engineer and notary public with legible stamp.
9.1.2	Financial Criteria of BEC	Bidder shall submit "Details of financial capability of bidder" in prescribed format 'F-8A duly signed and stamped by a chartered accountant. Further, copy of audited annual financial statements submitted in bid shall be duly certified / attested by notary public with signature and legible stamp. ***Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of tender document.***

Note: -

- The bidder shall be required to submit the documentation and proof for above BEC requirements and purchaser may at his discretion make additional checks for the same.
- It shall be noted that in case bidder fails to submit requisite details/ documents, the bid submitted by them is liable to be rejected.
- IMC decision shall be final with respect to bidder's qualification based on bid evaluation criteria.
- All above mentioned values are inclusive of GST.
- All documents furnished by the bidder in support of meeting the Technical and Financial criteria of BEC as per IFB shall be submitted in a separate section along with their offer. This section shall be titled as "Documentation against Bidder Evaluation Criteria (Technical and Financial)" with proper index and page numbering.

10.0 BID SECURITY/EMD

10.1 All Bid must be accompanied by a bid security amount of **INR 1,00,000/-.**

10.2 Bidder also has the option to submit EMD by online/ RTGS as per IMC accounts details given below:

IMC Banking Details	
Bank Name	State Bank of India
Branch Code	Industrial Finance Branch, Chennai

IFSC Code	SBIN0009930
Account No.	38361668679

10.3 Bidder must submit copy of transaction details along with techno-commercial bid documents.

OR

10.4 Bid Security shall be furnished along with the unpriced bid. The Bid Security shall be in the form of Demand Draft/ Banker's Cheque/ BG/ Letter of Credit in favour of IMC Limited, payable at Chennai (issued by Indian Scheduled bank). IMC shall not be liable to pay any bank charges, commission or interest on the amount of bid security.

10.5 Scanned copy of Bid Security shall be furnished along with the unpriced bid and hard/ physical copy of Bid Security shall reach to following address within 7 days from bid submission date:

IMC,

1001, Kanchejunga Building,

Barakhamba Road, New Delhi -110001
Email: - parikshit@imc.net.in
Mobile: 8234930955

10.6 In case bid security is in the form of irrevocable Bank Guarantee, payable ***at Chennai (IMC Limited "Neeladri", 3rd & 1st Floor, No. 9, Cenotaph Road Alwarpet, Chennai-600018)***, the same shall be from any Indian Scheduled bank or a branch of an international bank situated in India and registered with Reserve bank of India as scheduled foreign bank as per Format F-4. However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of INR 100 million and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on its letterhead.

10.7 The bid security shall be submitted along with the bid and to be enclosed in Part – I (Un-priced bid). Bid security in the form of Bank Guarantee shall be valid for sixty (60) days beyond the validity of the bid.

10.8 Bids must be accompanied with the bid security as mentioned above. Bids not accompanied with requisite bid security or bid security not in the requisite form specified in this tender document, shall be considered as non-responsive and such Bids shall be rejected. The Bidder in whose name the Bid and the Bid Security have been submitted shall be considered for evaluation.

11.0 PRE-BID MEETING

The bidder(s) or his representative who intend to bid and downloaded document are invited to attend a pre bid meeting which will take place on date specified in the tender document. Bidder(s) queries, if any must reaches Consultant via E-mail at least Two (02) days prior to pre bid meeting date.

Non-attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.

12.0 GENERAL

12.1 IMC Ltd. reserves the right to split the total scope among more than one bidder.

12.2 IMC Ltd. reserves the right to increase or decrease the scope of work of bidders before or after award of work.

12.3 The bid received after bid due time/date shall be rejected.

12.4 Owner/ Consultant will not be responsible for cost incurred in preparation and delivery of bids.

12.5 Owner/ Consultant reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

12.6 Contact details of C&P department is given below:

IMC Limited,
1001, Kanchejunga Building,
Barakhamba Road,
New Delhi - 110001

SECTION – II

INSTRUCTIONS TO BIDDERS (ITB)

A. INTRODUCTION

1.0 SCOPE

1.1 The IMC invites bids through e-tendering mode for the entire work as specified in the bid documents (hereafter referred to as the work).

1.2 The Bid document specifies the contractor scope of work, terms & conditions.

1.3 All terms, conditions and specifications of the Bid document shall be construed as applicable in general, unless specifically indicated to the contrary.

1.4 Bidders shall quote in the manner as specified in the Bid document. IMC reserves the right to evaluate and accept bids at their sole discretion. The provisions of this clause shall supersede any contrary provisions expressly stated or implied anywhere else in the Bid document.

2.0 ELIGIBILITY OF BIDDERS

2.1 The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the IMC in accordance with ITB.

2.2 The bidder should not have been put on holiday or black listed by IMC or any Government Department/ Public Sector / Public-Private Joint Venture Company.

3.0 ONE BID PER BIDDER

3.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified. If bid of companies which is managed & controlled by same group of individuals (common owners/ proprietor, common partner/ common directors), the participation in a particular tender by more than one such bidder will not be allowed and bids will be disqualified.

3.2 Also, if this fact is known at a later stage during bid evaluation or even after finalization of contract, the award will be made null and void and appropriate action including forfeiting of security deposit in any form and putting the firms on holiday list will be taken.

4.0 COST OF BIDDING

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser/Consultant will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.0 NON-TRANSFERABILITY OF THE BID DOCUMENTS

5.1 Bid document is non-transferable. Bid received from the bidders in whose name bid document fee has been submitted shall only be considered.

6.0 SITE SURVEY

6.1 The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself at his own responsibility all information that may be necessary for preparation of the bid and entering into the Contract. The cost of visiting the site shall be at bidder's own expenses.

6.2 The bidder and any of his personnel or Agents will be granted permission by the IMC to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the bidder, his personnel or agents will release and indemnify the IMC and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.

6.3 For any query the following person can be contacted:

Name of Contact Person	Contact Details
Mr. Parikshit Rathore (IMC)	Mobile: 8234930955

B. THE BID DOCUMENTS

7.0 CONTENT OF BID DOCUMENTS

7.1 The Bid Documents are those stated below and should be read in conjunction with any corrigendum issued in accordance with Instruction to bidders (ITB).

Volume I: Commercial Volume consisting of:

- Section – I : Invitation for Bids (IFB)
- Section – II : Instructions to Bidders (ITB)
- Section – III : General Conditions of Contracts (GCC)
- Section – IV : Special Conditions of Contracts (SCC)
- Section – V : Forms and Formats
- Section – VI : Schedule of Rates (SOR)

Volume II: Technical Volume (Technical documents, Specifications, drawings etc.)

7.2 The bidder is expected to examine all instructions, forms, terms, specifications and drawings in the bid documents. The Bid Documents together with all its attachment thereto, shall be considered to be read understood and accepted by the bidder. Failure to furnish all information required by the Bid documents or submission of a bid not substantially responsive to the Bid documents in every respect will be at bidder's risk and may result in the rejection of the Bid.

8.0 CLARIFICATION ON BID DOCUMENTS

8.1 A prospective Bidder requiring any clarification of the bid documents may notify the IMC and as the case may be, in writing or by cable (hereinafter, the term 'cable' is deemed to include electronic mail and facsimile) at the address indicated in the tender. The IMC will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least two (02) working days before the pre-bid meeting date. IMC will not entertain any queries received after 1800 HRS post one (1) day of pre-bid meeting. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

7.0 AMENDMENT OF BID DOCUMENTS

7.1 At any time prior to the deadline for submission of bids, the IMC / Consultant, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by amendment.

7.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the

bidding documents pursuant to ITB Clause - 7.0 and shall be hosted on the on website before bid due date. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidders query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidders query hosted on the above websites before submitting the bid.

7.3 In order to allow prospective bidders reasonable time to take care of the addendum/ corrigendum into account in preparing their bids, the IMC / Consultant, at its discretion, may extend the deadline for the submission of bids.

7.4 Bidders are advised to visit time to time to get updated information / documents.

C. PREPARATION OF BID DOCUMENT

10.0 LANGUAGE OF BID

The bid prepared by the bidder as well as all correspondence/ drawings and documents relating to the bid exchanged by bidder shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

11.0 DOCUMENTS COMPRISING THE BID

The bid prepared by the Bidder shall comprise the following components:

11.1 Un-priced Techno-commercial bid along with the Bid Forms completed in accordance with the tender documents;

11.2 Price Bid having Price Schedule/SOR filled up in accordance with tender documents.

11.3 Documentary evidence established in accordance with ITB that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bid documents.

11.4 Bid security furnished in accordance with Performa given in this bid documents.

11.5 Tender fee, if any.

12.0 BID FORM

12.1 The Bidder shall complete all the Bid Forms attached in Section-V "FORM & FORMAT" of bid document and submit the same as a part of "Techno-Commercial Un-priced bid" as per clause no. 20.1 of ITB.

12.2 In two-part bidding as specified in IFB, Bidder shall bid in two parts, the first part will contain all bid forms with related documents, SOR without prices and bid security but not the price schedule, the second part will contain only price schedule.

13.0 BID PRICES

13.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except GST (CGST & SGST/UTGST or IGST).

13.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.

13.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

13.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (CGST & SGST/ UTGST or IGST) shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of GST (CGST & SGST/ UTGST or IGST) on the contract value shall be indicated in Agreed Terms & Conditions (Format-F9) and SOR.

13.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.

13.6 Further, Bidder shall also mention the Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN) at the designated place in SOR.

13.7 Bidders are required to mention the GST Registration number in bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.

13.8 Quoted prices should be inclusive of all taxes and duties, except GST (CGST & SGST or IGST or UTGST). Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Service Provider only. Service Provider providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.

13.9 Payments to Service Provider for claiming GST (CGST & SGST/UTGST or IGST) amount will be made provided the above formalities are fulfilled. Further, IMC Limited may seek copies of challan and certificate from Chartered Accountant for deposit of GST (CGST & SGST/UTGST or IGST) collected from Owner.

13.10 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of IMC that the Service Provider has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from IMC Limited to the government exchequer, then, that Contactor shall be put under Holiday list of IMC Limited for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on IMC Limited.

13.11 In case of statutory variation in GST (CGST & SGST/UTGST or IGST), other than due to change in turnover, payable on the contract value during contract period, the Service Provider shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

13.12 Beyond the contract period, in case IMC Limited is not entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Service Provider "s account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Owner.

13.13 Beyond the contract period, in case IMC Limited is entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to IMC Limited's account.

13.14 Claim for payment of GST (CGST & SGST/UTGST or IGST)/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST (CGST & SGST/UTGST or IGST), otherwise claim in respect of above shall not be entertained for payment of arrears.

13.15 The base date for the purpose of applying statutory variation shall be the Bid Due Date.

13.16 Where the IMC Limited is entitled to avail the input tax credit of GST (CGST & SGST/UTGST or IGST)

13.17 Owner will reimburse the GST (CGST & SGST/UTGST or IGST) to the Service Provider at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner to claim input tax credit of GST (CGST & SGST/UTGST or IGST) paid. In case of any variation in the executed quantities, the amount on which the GST (CGST & SGST/UTGST or IGST) is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with

requisite details.

13.18 The input tax credit of GST (CGST & SGST/UTGST or IGST) quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

13.19 Where the IMC Limited is not entitled to avail/take the full input tax credit of GST (CGST & SGST/UTGST or IGST): -

13.20 Owner will reimburse GST (CGST & SGST/UTGST or IGST) to the Service Provider at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST (CGST & SGST/UTGST or IGST) as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which GST (CGST & SGST/UTGST or IGST) is applicable will be modified on pro-rata basis.

13.21 The bids will be evaluated based on total price excluding applicable GST (CGST & SGST/UTGST or IGST).

13.22 Service Provider shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable IMC Limited to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.

13.23 If input tax credit is not available to IMC Limited for any reason not attributable to IMC Limited, then IMC Limited shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by IMC Limited in future to the Service Provider under this contract or under any other contract.

14.0 CURRENCIES OF BID

Bidders shall submit bid in INR only.

15.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

15.1 Pursuant to IFB, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

15.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- that the Bidder meets the qualification criteria stipulated in the Tender.

16.0 BID SECURITY/ EMD

i) Pursuant to IFB clause no. 10, the bidder shall furnish, as part of its bid, bid security in the amount specified in the Invitation for Bids.

ii) The bid security is required to protect the IMC against the risk of bidder's conduct which would warrant the security's forfeiture.

iii) The bid security will be in Indian Rupees and shall be **through online/ RTGS** to **IMC Limited** as per account details of IMC, provided elsewhere in the tender. Also, EMD shall be acceptable in the form of **Bank Guarantee** from any Indian Scheduled bank or a branch of an international bank situated in India and registered with Reserve bank of India as scheduled foreign bank as per Format F-4. Any bid not secured in accordance with ITB Clause may be rejected by the IMC as non-responsive.

iv) Unsuccessful bidder's bid security will be discharged/ returned, as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the IMC and any extension if required by the IMC.

v) The successful bidder's bid security will be discharged upon the bidder's accepting the Order and furnishing the Contract Performance Guarantee.

vi) The bid security may be forfeited:

a) If a bidder:

i. withdraws his bid during the period of bid validity.

ii. Does not accept the correction of errors; or

b) In the case of a successful bidder, if the bidder fails:

i. To accept the Work Order.

ii. To furnish Contract Performance Bank Guarantee in accordance with tender.

17.0 PERIOD OF VALIDITY OF BIDS

17.1 Bids shall remain valid for the period specified in the IFB after the date of bid submission as prescribed by the IMC. IMC may reject the bid having shorter validity period as non-responsive.

17.2 In exceptional circumstances, the IMC may request the Bidder for an extension of the period of validity. The request and the responses there to shall be made in writing. The bid security provided under ITB shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request for extension of its bid validity will not be required nor permitted to modify its bid.

18.0 FORMAT AND SIGNING OF BID

18.1 The original and the copy of the bid shall be typed or written in indelible ink. Each page of bid offer shall be stamped and signed by the Bidder or a person or persons duly authorized by competent authority in order to bind the bidder to the contract.

18.2 Any interlineations, erasures, or corrections shall be valid only if the person or persons signing the bid initial them. Overwriting will not be treated as correction and may lead to rejection of bid. A correction shall be considered if a part of text or figures or dates needing corrections are deleted and a separate text or figure or date, as the case may be, is written separately having proper link to the place of correction.

19.0 DEVIATIONS

19.1 IMC/ Consultant will appreciate submission of offer based on the terms and conditions in the enclosed GCC, SCC, ITB, Scope of Work, Technical Specification etc. to avoid delay in seeking clarifications on technical/ commercial aspect of the offer.

19.2 Deviations, if any have to be listed only in the Deviation Form-6 of this tender document. Deviations listed anywhere else will not be considered and in case of award of the job to the bidder, the job has to be completed in accordance with the tender terms and conditions without any commercial implications to the IMC. However, IMC reserves the right to take the final decision in this regard, without assigning any reason.

D. PREPARATION AND SUBMISSION OF BIDS

20.0 PREPARATION OF BIDS

20.1 Scanned documents (duly signed by the authorized signatory) and/or pre-formatted excel files to be uploaded by the bidder on the portal which shall comprise of the following:

i) Covering Letter

ii) F-1 BIDDER'S GENERAL INFORMATION

iii) F-2 BID FORM

iv) F3 LIST of ENCLOSURES

v) F-4 PROFORMA OF "BANK GURANTEE" FOR "EARNEST MONEY/SECURITY"

vi) F-5 LETTER OF AUTHORITY

vii) F-6 NO DEVIATION CONFIRMATION

viii) F-7 BIDDER'S EXPERIENCE

ix) F-8A ANNUAL TURNOVER

x) F-8B FINANCIAL STATUS

xi) F-9 CHECKLIST FOR AGREED TERMS AND CONDITIONS

xii) F-10 DECLARATION FOR BLACKLISTING

xiii) F-11 LETTER OF UNDERTAKING

xiv) F-12 FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE

xv) F-13 POWER OF ATTORNEY

xvi) DOCUMENTS FOR MEETING BQC MENTIONED IN TENDER DOCUMENT

xvii) POWER OF ATTORNEY OF THE AUTHORIZED SIGNATORY OF THE BID ON NON-JUDICIAL STAMP PAPER

xviii) Certificate like GST, EPF, ESIC, PANCARD, Certificate of Incorporation, Memorandum of Articles and Association, ISO, Bank account details/cancelled cheque etc. also need to be submitted along with the unpriced bid.

xix) Duly signed and stamped tender document including Corrigendum/Addendum.

xx) Un-priced Schedule of Rates (SOR) / In Price column should be mentioned as "QUOTED".

xxi) Any other information/details required as per Bidding Document.

Note:

The bid offer shall consist of the above documents only.

All pages of the bid offer to be signed and stamped/digitally signed by an authorized signatory (as described in bid document) of the bidder.

20.2 **Price Bid.**

The price bid shall contain Schedule of Rates dully filled in the prescribed format available in the commercial part of the document.

21.0 INSTRUCTIONS FOR ONLINE BID SUBMISSION

21.1 All the bid documents would be shared by email to the emails mentioned in the tender document.

21.2 **REGISTRATION PROCESS ON ONLINE PORTAL**

Not Appliable

21.3 **SYSTEM PREREQUISITES**

Not applicable

21.4 **TENDER DOCUMENTS SEARCH**

Not applicable

21.5 **BID PREPARATION**

i. Bidders, in advance, should upload the bid documents on the portal well within time as indicated in the tender document. Generally, they are to be in PDF format except some of the documents provided in excel formats (such documents have to be filled and uploaded in excel format only).

ii. Bidders are required to upload all required documents such as certificates, purchase order details, forms, financial reports, etc. under “Document Library” link on the portal first. These can be later attached as part of their bid documents during bid submission.

iii. Bidders can merge multiple PDF and upload in a single PDF file as long as it within the size limit of single file i.e. 5 MB.

21.6 **BID SUBMISSION**

Bid submission would be only by email mode to the designate ID mentioned in the tender document. Communication of any time with any one from IMC other than the designate people may result in rejection of the bid without assigning any reason.

21.7 **ASSISTANCE TO BIDDERS**

i. Any queries relating to the content of the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority as indicated in the tender.

22.0 DEADLINE FOR SUBMISSION OF BID

22.1 The bid must be submitted on the specified e-tendering portal as specified in IFB not later than the time and date as specified in IFB. The online e-tendering portal will not allow any

bid or part thereof whatsoever to be submitted after the due time on the due date**.**

22.2 The Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by uploading on website, email or any written communication to all prospective bidders who have been issued the bid document to extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

23.0 LATE BIDS

23.1 Any bid received by the IMC after the deadline for submission of bids prescribed by the IMC will be rejected.

23.2 Bidders have to upload scanned copy of their Bid Security (in the form of BG) on the e-tender portal. During bid opening, any bid uploaded without such Bid Security copy shall be summarily rejected.

23.3 Bidders submitting Bid Security in the form of BG have to ensure that the same in physical form reaches IMC's office within 3 working days from the date of bid opening. Failing to do so may render the bid to be considered as Late Bid. Such bid shall not be considered for further evaluation.

24.0 MODIFICATION AND WITHDRAWAL OF BIDS

24.1 The Bidder may modify or withdraw its bid after the bid's submission, but before the due date of submission as per provisions provided on the e-tendering portal. After the bid due date & time however, no modifications whatsoever are allowed in the bid.

24.2 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. In case of request in written by the authorized signatory for withdrawal of a bid during this interval, the Bidder's bid security shall be forfeited.

E. BID OPENING AND EVALUATION

25.0 BID OPENING

25.1 The Owner will open all unpriced bids at the time & date (as specified in IFB).

25.2 After unpriced bid opening, IMC will prepare technical & commercial bid evaluation statement. In case documents submitted by Bidder are incomplete/missing or not as per the terms & conditions of tender; Consultant will raise Techno-Commercial Queries to bidders for their response/clarification on queries. In case Bidder fails to provide satisfactory responses to the queries; bidder will be disqualified & their bids will not be considered for further evaluation.

25.3 IMC will prepare a Price Bid Opening Recommendation based on evaluation.

25.4 Price bid of only techno-commercially qualified Bidders will be opened by the Consultant.

26.0 CLARIFICATION OF BIDS

26.1 During evaluation of the bids, the IMC may, at its discretion, ask the Bidder for a clarification of its bid through e-portal/ email only at e-mail ID mentioned in Form F-1. The request for clarification and the response shall be in writing, and no change in the prices or

substance of the bid shall be sought, offered, or permitted.

27.0 CONTACTING THE IMC

27.1 From the time of the bid opening to the time of the award, if any bidder wishes to contact the IMC for any matter relating to the bid it should do so in writing.

27.2 Any effort by a bidder to influence the IMC in any manner in respect of bid evaluation or award will result in the rejection of that bid. The communication would only happen with designated and authrised persons from IMC.

28.0 PRELIMINARY EXAMINATION

Techno-Commercial Bid Evaluation

28.1 The IMC will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

28.2 Prior to the detailed evaluation, the IMC will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bid Documents. For the purpose of this determination, a responsive bid is one, which confirms to all the terms, conditions and specification of the Bid document, without deviations, objections, conditionality or reservations.

28.3 No deviation, whatsoever, is permitted in the Bid Documents and the price bids of those bidders, whose technical and commercial bids contain any exception to the conditions and stipulations of the Bid Documents may not be opened.

28.4 The IMC's determination of bid responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is non-responsive, it may be rejected by the IMC.

28.5 The IMC will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bid documents. In order to reach such a determination, the IMC will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

i. Overall completeness and compliance with the Technical Specifications, quality and operations of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.

ii. Any other relevant factor, if any that the IMC deems necessary or prudent to be taken into consideration.

iii. Requisite forms contain all necessary information stipulated in the Bid Document.

29.0 REJECTION CRITERIA

29.1 Minor unconformities may be neglected and/or bidders may be required to rectify such minor unconformities.

29.2 The provisions of the following clauses of the Bid document must be adhered to, failing which the bid shall be considered as non-responsive and shall be summarily rejected:

i) Bid Security i.e. non-submission or Bid Security not complying with the specified requirements.

ii) Submission of Contract Performance Bank Guarantee as per tender.

iii) Period of validity of bid.

iv) Firm & fixed Prices throughout execution of contract

v) Offer for complete scope of work

vi) Warranty and guarantee for work executed/ defect liability

vii) Resolution of Dispute/ Arbitration clause.

viii) Payment terms.

ix) Completion Schedule.

x) Prices as per Schedule of Rates.

xi) Price reduction schedule provisions.

xii) Penalty / Incentive provisions.

xiii) Submission of documents as per clause no. 11 of ITB.

xiv) Scope of work

xv) Defect Liability Period

xvi) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

30.0 OPENING OF PRICE BID

30.1 The bids which are found to be techno-commercially acceptable shall be considered for the opening of priced bids.

30.2 **Arithmetic Corrections**

The bids will be checked for any arithmetical errors as follows if any, will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected;

If there is a discrepancy between the amount in words and figures, the amount in words will prevail;

If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.

31.0 EVALUATION AND COMPARISON OF BIDS

The Owner will evaluate and compare the bids which have been determined to be substantially responsive.

31.1 **Evaluation**

i. Canvassing in any form will make the bid liable for rejection.

ii. Unsolicited clarifications to the offer and/or change in prices during its validity period would render the bid liable for outright rejection.

iii. Bidders are advised to ensure that their bids are complete in all respects and conform to our terms, conditions and Bid Evaluation criteria of bid. Bids not complying with IMC's requirement may be rejected without seeking any clarifications.

iv. Bidder's will not be allowed to revise their price/bid for any subsequent clarification, compliance to bid conditions after submission of bid.

v. Bid should be complete covering the individual item wise total scope of work indicated in the Bid documents.

vi. Price bid will be evaluated as per applicable GST and other taxes & duties as on date of Priced bid opening.

31.2 **Comparison of Prices**

The IMC will evaluate and compare the bids previously determined to be substantially responsive. In evaluating bids, the IMC will determine for each bid the evaluated bid Price by adjusting the bid Price as follows:

i. Evaluation will be carried out on **totality basis for complete scope of work.**

ii. Price bid of all techno-commercially qualified bidders will be opened. Bidders to note that they should get themselves very well acquainted with scope of work and site conditions so as to quote reasonable rates which are workable and sustainable for the entire duration of the contract.

iii. Bidder's quoted prices % age on total value in "Price Schedule" shall be considered for evaluation.

iv. The estimated quantities, item-wise rates (inclusive of all taxes & duties excluding GST) and total estimated price is indicated in the SOR. Bidders are required to quote %age in figure as in the requisite cells by which total estimated price in the SOR shall be increased or decreased to arrive at bidder's quoted price.

v. The same quoted %age (increase/ decrease) shall be considered to arrive at bidder's rates of all individual items of SOR.

vi. The lowest evaluated bidder's rate shall be considered as L-1 rates for Award. IMC Limited reserves the right to award the contract to a bidder other than L-1 as well giving preference to qualitatively superior bid.

vii. The total quoted price in %age in "Schedule of Rates" including GST for complete scope of work shall be taken up for evaluation.

viii. The ranking of bidders (L-1, L-2 …) shall be determined by the bidder's evaluated price (arrived after applying quoted % age increase or decrease on total estimated price and GST) in ascending order.

ix. In case of tie, i.e. more than one bidder quotes the same price arrived at based on evaluation, the rank will be decided based on the turnover of immediate preceding financial year. As an example, in case two bidders become L-2, bidder having higher turnover in their immediate preceding year's audited financial results will be considered as L-2 and other bidder will be L-3.

x. IMC Limited reserves the right to negotiate the rates before finalising the award.

xi. Rates negotiated/accepted with evaluated L-1 bidder will become uniform rates for the complete SOR.

Note:

i. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST&SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST&SGST/UTGST or IGST) of price schedule.

ii. In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST&SGST/UTGST or IGST) during evaluation of bid.

iii. In case any cess on GST is applicable, same shall also be considered in evaluation.

32.0 PERFORMANCE CAPABILITY

32.1 In case of pre-qualification, the IMC/ Consultant will determine to its satisfaction whether the Bidders selected have submitted the responsive bid and are qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.

32.2 The determination will take into account the Bidder's financial, technical, and capacity of bidder as per qualification criteria in IFB. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the IMC/Consultant deems necessary and appropriate.

32.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

F. AWARD OF CONTRACT

33.0 AWARD CRITERIA

33.1 IMC Engineer-In-charge will allocate areas/work to contractor as per site requirement

33.2 The Purchaser will award the contract to the successful bidders whose bid has been determined to be substantially responsive provided further that the bidder is determined to be qualified to perform the order satisfactorily.

33.3 "IMC intent to place the order/contract directly on the address from where Goods are produced/ dispatched or Services are rendered. In case, bidder wants order/ contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed".

34.0 SPLIT OF AWARD

Not Applicable

35.0 IMC'S RIGHT TO VARY QUANTITIES DURING CONTRACT PERIOD

35.1 IMC reserves the right to increase or decrease the scope of work during contract period, without any change in unit price or other terms and conditions.

35.2 Bidder shall note that the quantities mentioned against each activity in Schedule of Rates are tentative and shall be used for evaluation purpose only. These quantities are subject to

change based on actual requirement. The unit rates agreed with the bidders shall remain fixed and firm throughout contract period i.e. no price adjustment shall be allowed, except variation in rates of certain predefined items as per the details and methodology mentioned in the tender.

36.0 IMC'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

IMC 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 thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders the reason for the IMC's action.

37.0 NOTIFICATION OF AWARD

37.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by IMC either by / E - mail /Letter or like means defined as the "Letter of Intent (LOI)/ Work Order". The Contract shall enter into force on the date of Letter of Intent (LOI)/ Work Order and the same shall be binding on IMC and successful Bidder (i.e. Contractor).

37.2 The Notification of Award/LOI/ work order will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. IMC may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing LOI and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.

37.3 Contract period shall commence from the date of "LOI/ Work Order" or as mentioned in the Notification of Award.

37.4 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to SCC, IMC will promptly discharge his Bid Security', pursuant to "ITB".

37.5 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.5

38.0 ACCEPTANCE OF WORK ORDER

38.1 IMC will issue the Contract to the successful bidder on receipt of acceptance of LOI/ Work order, and within 05 days of award of contract, bidder shall sign all pages and return the acceptance copy of the Contract to the IMC.

39.0 CORRUPT AND FRAUDULENT PRACTICES

39.1 The IMC requires that Bidders observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the IMC defines, for the purposes of this provision, the terms set forth below as follows:

a) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and

b) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the IMC, and includes collusive practice amongst bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the IMC of the benefits of free and open

competition;

39.2 IMC will reject a proposal for award, if it determines that the bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the award in question.

39.3 IMC will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the IMC determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

40.0 INCOME TAX LIABILITY

40.1 The bidder shall bear all Income Tax liability, both corporate as well as for his personnel.

41.0 EMPLOYEE PROVIDENT FUND (EPF)

41.1 Bidders have to furnish the proof of existing Employee Provident Fund details.

42.0 GENERAL

42.1 Any failure on the part of the IMC at any time to enforce the strict observances of the performance of any of the term(s) and condition(s) or rights, shall not effect or deprive the IMC to exercise the same at any later date.

42.2 The work will be supervised by IMC's Engineer-In-Charge or his representative and the Contractor has to strictly adhere to his instructions.

42.3 During the tenancy of this contract, IMC can increase and/or decrease the quantity of the work/ service (s) required. The quantity of work / service (s) shown in the Schedule of rates is tentative.

42.4 Contractor will have to mobilise manpower & equipment as discussed in kick off meeting within 15 days from the date of Letter of Intent (LOI)/ Work order or as agreed by IMC EIC. The contract period shall be reckoned from the date of FOI/Work Order, whichever is issued earlier.

42.5 The agreed rates shall remain firm & fixed till the expiry of contract and the contractor, during this period, shall not be entitled to any inflation, escalation or revision (except as defined in tender document) or any right to claim, whatsoever by way of representation, explanation, statement or alleged representation or an outstanding or promise given or alleged to have been given by any employee of the IMC or due to contractor's own ignorance or on account of the difficulties or hardships faced by him. The rates quoted shall be all-inclusive of applicable taxes/ duties and shall remain firm till expiry/entire tenancy of this contract. It is agreed that the bidder has inspected the sites and assessed the nature and the extent of the work including the conditions prevalent under which the work is to be carried out.

SECTION – III

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 DEFINITIONS

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:

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

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

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

1.4 "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.

1.5 "Completion Date" means the date of actual completion of the services by the Contractor as certified by the Employer.

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

1.7 "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.

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

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

1.10 "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.

1.11 The "Employer/Service Receiver/ Company/IMC" means IMC Ltd (IMC), incorporated under the Company's Act 2013 and having its Registered office at 232/A, A.J.C. Bose Road, Kolkata, West Bengal, 700020 (INDIA).

1.12 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.

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

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

1.15 "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.

1.16 "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.

1.17 "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.

1.18 The "Service(s)" means and include all services and activities/jobs to be performed by the Contractor 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.

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

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

1.21 "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.

1.22 "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.

1.23 The "Sub-Contractor" means any person / firm / Organization / company /entity (other than the Contractor) and it's legal representatives, successors and permitted assigns name in the Contract as a Sub-Contractor 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.

1.24 "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

Contractor for the entire execution and full completion of the service, including Amendment(s) to Contract, if any.

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

1.26 “Wilful 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.

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

2.0 SPECIAL CONDITIONS OF CONTRACT

2.1 Special Conditions of Contract consisting of scope of work/services, specification of work/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.

2.2 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.

3.0 GENERAL INFORMATION ABOUT SITE

3.1 The site location is described in the Special Conditions of Contract. The intending tenderer should inspect the site and make himself familiar with the site conditions and available facilities. Entry into the IMC areas is restricted depending on location/site. Only pass holders as also vehicles with special permits are permitted in such restricted areas. Inside the premises access to various work spots is also further regulated by permits issued for each area. Non-availability of access roads or permits for entry of vehicles/equipment to any specific area shall in no case be the cause to condone any delay in execution of works or be the cause for any claims or extra compensations.

4.0 GENERAL INSTRUCTION & OBLIGATIONS FOR THE TENDERER

4.1 FORMATION OF CONTRACT:

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

4.1.2 The acceptance of tender will be intimated to the successful Bidder by the Employer either by E - mail /Letter or like means defined as Letter of Intent (LOI)/ Work Order.

4.1.3 The Contract shall come into force on the date of LOI/ Work order and the same shall be binding on Employer and Contractor.

4.2 SIGNING OF AGREEMENT:

4.2.1 The successful Tenderer/Contractor shall be required to execute an Agreement within 15 days of the LOI/ Work order in the format attached/enclosed with the Tender Document. In the event of failure on the part of the Contractor to sign the Agreement 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.

4.3 **ADDENDA/CORRIGENDA:**

4.3.1 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.

4.4 **SITE VISIT:**

4.4.1 The Bidder/Contractor 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/ Contractor will not be considered a reason either for extra claim(s) or for any delay in performance or any other claim in this regard.

4.5 **CONFLICT OF INTEREST:**

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

4.6 **ABNORMAL RATES:**

4.6.1 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).

5.0 GENERAL OBLIGATIONS OF CONTRACTOR:

5.1 Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

5.1.1 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.

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

5.1.3 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.

5.1.4 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.

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

5.1.6 Not disrupted Services of the Employer being carried out by the Contractor/ and shall provide access for carrying out job/services to:

- Employer's personnel(s), and /or

- Any other Contractor(s) / Contractor(s) employed by Employer, and /or

- Personnel of public authority(ies)/third party(ies)

Further, the Contractor 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

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 Contractor's premises/workshops and the Contractor shall afford or procure every facility and assistance to carry out such inspection. Such Inspection shall not release the Contractor from any obligation under the Contract.

5.2 **CONTRACTOR's REPRESENTATIVE & PERSONNEL:**

5.2.1 Contractor shall appoint a person ("Contractor'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.

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

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

5.2.4 Contractor's Representative shall liaise with Employer for the proper co-ordination and timely completion of the Services and on any matter pertaining to the same.

5.2.5 Contractor'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.

5.2.6 Contractor'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.

5.2.7 If the Contractor's Representative is found not acceptable to the EIC, the Contractor 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.

5.3 **CONTRACTOR'S EMPLOYEES / PERSONNEL:**

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

i. only such skilled and experienced personnel(s) in their respective areas; and

ii. such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely fulfilling of the Contractor's obligations under the Contract.

The Contractor shall provide skilled / qualified /experienced personnel, as specified in the SCC /Scope of Work.

5.4 **CONTRACT PERFORMANCE BANK GURANTEE (CPBG):**

5.4.1 The Contractor shall provide Contract Performance Security (CPS)/ Contract Performance Bank Guarantee (CPBG)/ Advance Bank Guarantee (ABG) to the Employer, within 21 days from the date of notification of award (i.e. LOI/Letter of Acceptance) or the date specified in the notification of award whichever is earlier, for an amount mentioned therein. The CPS/CPBG/ABG shall be returned/refunded three months after Contract completion period and Defects Liability Period (DLP), if any. All costs associated with CPS/CPBG/ABG shall be borne by the Contractor. No charges or interest shall be payable by the Employer even if the CPS/CPBG/ABG is in the form of a Demand Draft.

5.4.2 The Contractor shall furnish the CPS/CPBG/ABG in the form of a Demand Draft or a Bank Guarantee or an irrevocable Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, for other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head. The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.

5.4.3 If the Contractor or their employees /agents / representatives or Sub-Contractor (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 Contractor at his own expenses and in default thereof, the EIC may cause the same to be made good by other agencies and recover expenses plus 15% overhead from the Contractor. The decision of EIC in this matter shall be final and binding on the Contractor.

5.4.4 All compensation, claim or other sums of money payable by the Contractor 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 Contractor by the Employer on any account whatsoever and in the event of his CPS/CPBG/ABG being reduced by reasons of any such deductions or sale of aforesaid, the Contractor shall within ten days thereafter make good in form of bank draft(s)/BG/LC (as the case may be) as aforesaid any sum or sums which may have been deducted from or realised by encashment of his CPS/CPBG/ABG, or any part thereof. The Contractor 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 Contractor for such sum deposited as CPS.

5.4.5 The CPS/CPBG/ABG deposit shall cover the entire Contract value including extra jobs/ services. As long as the CPS/CPBG/ABG 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/CPBG/ABG. As soon as the total executed value is likely to exceed the ceiling of awarded Contract Value, the Contractor should furnish additional CPS/CPBG/ABG through DD or submit amendment to existing BG/LC to effect the enhancement of CPS.

5.4.6 Failure of the successful bidder to comply with the requirements of Clause 3.10 shall constitute sufficient grounds for the annulment of the award, the forfeiture of CPS/CPBG/ABG and any other actions or remedies available to the Employer.

5.5 **FAILURE BY THE CONTRACTORTO COMPLY WITH THE PROVISIONS OF THE CONTRACT:**

5.5.1 If the Contractor 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 Contractor:

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 Contractor 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 Contractor and complete the same through another contractor or by other means, at the risk and cost of the Contractor, 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.

b. WITHOUT DETERMINING the Contract to take over the Service of the Contractor or any part thereof and complete the same through other contractor or by other means at the risk and cost of the Contractor. The Contractor 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.

5.5.2 In such events of Clause 5.5.1 (a) or (b) above, the following shall be applicable: -

a. The whole or part of the Contract Performance Security furnished by the Contractor is liable to be forfeited without prejudice to the right of the Employer to recover from the Contractor 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 Contractor as may be necessary and the Contractor 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 Contractor 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 Contractor. 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.

5.5.3 Before taking any action as per Clause 5.5.1 (a) or 5.5.1 (b) if in the judgment of the Employer, the default or defaults committed by the Contractor is/are curable and can be

cured by the Contractor if an opportunity given to him, then the Employer may issue Notice in writing calling the Contractor to cure the default within such time specified in the Notice.

5.5.4 The Employer shall also have the right to proceed or take action as per 5.5.1 (a) or 5.5.1 (b) above, in the event that the Contractor 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 Contractor.

5.5.5 Termination of the Contract as provided for in sub- clause 5.5.1 (a) above shall not prejudice or affect their rights of the Employer which may have accrued up to the date of such termination.

5.6 **CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE**

5.6.1 If in any case in which any of the powers conferred upon the Employer by clause 5.5.1hereof 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 Contractor 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 Contractor for past and future compensation shall remain unaffected. In the event of the Employer putting in force the power under above sub-clause 5.5.1 (a) or 5.5.1
(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 Contractor 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 Contractor or Contractor's Representatives requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice).

5.6.2 Failure of any action by the Contractor 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 Contractor's failure to remove the same within a period of 06 months or as decided by the EIC, the EIC may take action for removal through auction or private sale on behalf of the Contractor and at his risk in all respects. The Contractor 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 Contractor.

5.7 **CHANGE IN CONSTITUTION:**

Where the Contractor 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 Contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such Contractor 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 Contractor. In either case if prior approval as aforesaid is

not obtained, the Contract shall be deemed to have been allotted in contravention of clause 5.7 hereof.

5.8 **TERMINATION OF CONTRACT:**

5.9 **TERMINATION OF CONTRACT FOR DEATH**

5.9.1 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies or if the Contractor is a partnership concern and one of the partner dies then unless, the Employer is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the Employer is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased Contractor and/or to the surviving partners of the Contractor'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 Contractor and/or the surviving partners of Contractor's firm liable for any damages for non-completion of the Contract.

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

5.10.1 If the Contractor 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 Contractor 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

5.11 **TERMINATION OF CONTRACT FOR CORRUPT / FRADULENT / COLLUSIVE / COERCIVE PRACTICES AND NON-PERFORMANCE**

5.11.1 If the Bidder/Contractor is found to have indulged in Corrupt/ Fraudulent /Collusive/Coercive practices, the Contract shall be terminated and the Bidder/ Contractor shall be banned for future business with IMC

5.11.2 Due to non-performance of the Contractor leading to termination of the Contract, the Contractor initially shall be put on suspension list and thereafter on holiday list of Employer for a period mentioned in the detailed procedure, to be reckoned from the date of communication by IMC/Employer.

5.12 **TERMINATION FOR CONVENIENCE**

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

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

5.12.3 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.

5.13 **AMOUNT PAYABLE IN CASE OF TERMINATION:**

5.13.1 In all cases of termination herein set forth, the obligation of the Employer to pay, shall be limited to the extent of service rendered by Contractor as per provision of the Contract upto the date of termination, subject to the Contractor 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.

5.14 **MEMBERS OF THE EMPLOYER NOT INDIVIDUALLY LIABLE:**

5.14.1 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.

5.15 **EMPLOYER NOT BOUND BY PERSONAL REPRESENTATIONS:**

5.15.1 The Contractor 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.

5.16 **FORCE MAJEURE:**

5.16.1 In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

5.16.2 The term "Force Majeures" as employed herein shall include:

a. act of terrorism;

b. riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;

c. Lionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

d. epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and

e. freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works/Services are performed, and which affect an essential portion of the Works/Services but excluding any industrial dispute which is specific to the performance of the Works/Services or the Contract.

5.16.3 For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

5.17 **NOTIFICATION OF FORCE MAJEURE**

5.17.1 The affected party shall notify within 05 days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars

of the event of Force Majeure and the reasons for the event of Force Majeure preventing the affected party from, or delaying the affected party in performing its obligations under the Contract.

6.0 RIGHT OF EITHER PARTY TO TERMINATE

6.1 If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty) days or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other party.

6.2 Further, the Contractor shall with all reasonable diligence remove from the Site all the Contractor's equipment and shall give similar facilities to his Sub Contractor to do so.

7.0 PAYMENT IN CASE OF TERMINATION DUE TO FORCE MAJEURE

7.1 The Contract Price attributable to the Works/Services performed till the date of the commencement of the relevant event of Force Majeure with effective recovery/ retention shall be payable to Contractor.

7.2 The Contractor has no entitlement and Employer has no liability for:

a. any costs, losses, expenses, damages or the payment of any part of the Total Contract Price during an event of Force Majeure; and

b. Any delay costs in any way incurred by the Contractor due to an event of Force Majeure.

7.3 Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.

8.0 OUTBREAK OF WAR:

8.1 If during the currency of the Contract there shall be an outbreak of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the Work, the Contractor shall unless and until the Contract is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the Work/Services, provided always that the Employer shall be entitled, at any time after such outbreak of war to terminate or re-negotiate the Contract by giving notice in writing to the Contractor and upon such notice being given the Contract shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

9.0 PRICE REDUCTION SCHEDULE:

9.1 Time is the essence of the Contract. In case the Contractor fails to mobilize / deploy the required manpower and the complete equipment so as to commence the Services within Mobilization Period and complete the Services within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 5.16 herein above or due to Employer's defaults, the total Value of Contract shall be reduced by ½ (half) % of the total Value of Contract per complete week of delay or part thereof subject to a maximum of 5 (five) % of the total Value of Contract, by way of reduction in price for delay and not as penalty.

9.2 The Employer shall be at liberty to adjust or deduct the said amount from amount due to the Contractor/ its Contract Performance Security payable on demand.

9.3 The decision of the EIC with respect to applicability of Price Reduction Schedule shall be final and binding on the Contractor.

9.4 The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered by the Employer on account of delay on the part of the Contractor and the said amount will be adjusted for the amount payable to the Contractor, without there being any proof of the actual loss or damages having been caused by such delay/breach.

9.5 The Price Reduction will be calculated on the basis of total Value of Contract / executed Value of Contract (as the case may be) excluding taxes and duties where such taxes and duties have been shown separately in the Contract.

9.6 As mentioned above, in case of delay in execution of Contract, Contractor will raise invoice for reduced value as per Price Reduction Clause. If Contractor has raised the invoice for full value, then Contractor will issue Credit Note towards the applicable Price Reduction Schedule amount.

9.7 In case Contractor fails to submit the invoice for reduced value or does not issue credit note as mentioned above, IMC will release the payment to Contractor after effecting the Price Reduction Schedule clause.

9.8 In the event any financial implication arises on IMC due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of Contractor.

10.0 ASSIGNMENT/SUBLET:

10.1 The Contractor 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 Contractor from any obligation, duty or responsibility under the Contract.

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

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

11.0 LIENS:

11.1 If, at any time there should be evidence of any lien or claim for which the Employer might have become liable and which is chargeable to the Contractor, the Employer shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Employer against such lien or claim and if such lien or claim be valid, the Employer may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Contractor. If any lien or claim remain unsettled after all payments are made, the Contractor shall refund or pay to the Employer all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

11.2 The Employer shall have lien on all materials, equipment including those brought by the Contractor for the purpose of providing service.

11.3 The final payment shall not become due until the Contractor delivers to the EIC a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the Contractor in a form approved by EIC that all invoices for labour, materials, services have been paid in lieu thereof and if required by the EIC in any case an affidavit that so far as the Contractor has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.

11.4 Contractor will indemnify and hold the Employer harmless, for a period of two years after the issue of Completion/Execution Certificate, from all liens and other encumbrances against the Employer on account of debts or claims alleged to be due from the Contractor or his Sub-Contractor to any person and on behalf of Employer, the Contractor will defend at his own expense, any claim or litigation brought against the Employer or the Contractor including Sub-Contractor in connection therewith. Contractor shall defend or contest at his own expense, any fresh claim or litigation against the Employer by any person including his Sub-Contractor, till its satisfactory settlement even after the expiry of two years from the date of issue of Completion/Execution Certificate.

12.0 DELAYS BY EMPLOYER OR HIS AUTHORISED REPRESENTATIVE:

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

12.2 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 Contractor to maintain the agreed Time Schedule of Completion. In such an event the Contractor 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.

13.0 NO WAIVER OF RIGHTS:

13.1 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

14.0 CERTIFICATE NOT TO AFFECT RIGHT OF EMPLOYER AND LIABILITY OF CONTRACTOR:

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

15.0 LANGUAGE AND MEASURES:

15.1 All documents pertaining to the Contract including Specifications, Schedules, and 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.

16.0 RELEASE OF INFORMATION:

16.1 The Contractor 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.

17.0 COMPLETION PERIOD, CONTRACT PERIOD AND COMPLETION OF CONTRACT:

17.1 The Completion Period of Service and Contract Period shall be as mentioned in Special Conditions of Contract.

17.2 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

18.0 INDEPENDENT CAPACITY:

18.1 The parties intend that an independent Contractor relationship will be created by this Contract. The Contractor and his/her employees or agents performing under this Contract are not employees or agents of the Employer. The Contractor will neither hold himself/herself out as nor claim to be an officer or employee of the Employer by reasons hereof, nor will the Contractor 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 Contractor.

19.0 NOTICE:

19.1 TO THE CONTRACTOR: Any notice to be given to the Contractor 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 Contractor. Proof of issue of any such notice could be conclusive of the Contractor having been duly informed of all contents therein.

19.2 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 Contractor, by facsimile / e-mail or delivering the same through registered post /Courier at the concerned site office.

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

20.0 CONFIDENTIALITY

20.1 The Contractor, it's Sub-Contractor 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

21.0 INTELLECTUAL PROPERTY RIGHT:

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

21.2 Subject to the confidentiality obligations, by signing the Contract, within the Contract Price, the Contractor shall be deemed to give to the Employer a non-terminable, transferable,

non-exclusive and royalty-free right to copy, use and communicate the Contractor's documents for the operation, maintenance, repair of the Service and Statutory purposes, but not for any other purpose. Such documents of the Contractor 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 Contractor's Consent.

22.0 INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS

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

i. The Contract Agreement.

ii. Detailed Work Order along with its enclosures.

iii. Letter of Intent/ Work Order

iv. Scope of Works/ Job Specifications (specific to particular job only, wherever provided)

v. Drawings.

vi. Special Conditions of Contract (SCC).

vii. Technical Specifications (wherever applicable).

viii. Instructions to Bidders (ITB).

ix. General Conditions of Contract (GCC).

x. Other Documents

22.2 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.

22.3 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.

22.4 The higher priority interpretation shall be adapted 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.

22.5 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.

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

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

22.8 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.

23.0 PERFORMANCE OF WORK/SERVICES

23.1 **Execution of Services:**

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 Contractor by EIC. The Contractor 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.

23.2 **CHANGES IN SERVICES:**

During the performance of the Services, EIC / Employer may make a change in the Services

With-in the general scope of this Contract including, but not limited to, changes in methodology and minor additions to or deletions from the Services and Contractor 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.

If any change result in an increase in compensation payable to Contractor or in terms of a credit to be passed on to Employer, Contractor 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 Contractor'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.

23.3 **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 Contractor 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 Contractor 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 and in the event of failure to do so within the period specified by the EIC in his demand aforesaid, the Contractor shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole Service, for every week limited to a maximum of 10% (ten percent) of the value of the whole Service, in event of his failure to do so the EIC may on expiry of notice period rectify/re-execute the Service as the case may be at the risk and expense in all respects of the Contractor or may terminate the contract due to non-performance. The decision of the EIC as to any question arising under this clause shall be final and conclusive.

23.4 **SUSPENSION OF SERVICES:**

Subject to the provisions of sub-para 5.4.2 of this clause, the Contractor 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 Contractor 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 Contractor should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the Contractor.

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

24.0 DEFECTS LIABILITY PERIOD

24.1 The Contractor unless otherwise specified elsewhere in the tender document shall guarantee the installation/Service for a period of 12 months 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 Contractor at his own expense as deemed necessary by the EIC. In case of default, the EIC may carry out such services by other Contractor(s) and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 15% towards overheads from any sums that may then be or at any time thereafter, become due to the Contractor 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.

24.2 If the Contractor feels that any variation in Service or in quality of materials or proportions would be beneficial or necessary to fulfil 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 Defect Liability Period. Notwithstanding the above provisions the supplier's, guarantees/warrantees for the replaced/rectified Equipment/Service shall also be passed on to the Employer.

25.0 COMPLETION CERTIFICATE

25.1 APPLICATION FOR COMPLETION CERTIFICATE: When the Contractor fulfils his obligation under the Contract, he shall be eligible to apply for Completion Certificate. The EIC shall normally issue to the Contractor the Completion Certificate within one month after receiving any application thereof from the Contractor after verifying from the completion documents and satisfying himself that the Service has been rendered in accordance with and as set out in the Contract Documents. The Contractor, after obtaining the Completion Certificate, is eligible to present the final bill for the Service executed by him under the terms of Contract.

25.2 Completion of jobs/services for issuance of completion certificate shall constitute completion of jobs/ services as per provisions of LOI/ Work Order/Contract duly accepted and certified by EIC.

25.3 **COMPLETION CERTIFICATE**:

Within one month from receipt of application from Service

Provider after the completion of the Service in all respects as specified above at clause no. 5.6.1, the Contractor shall be furnished with a certificate by the EIC of such completion, but no certificate shall be given nor shall the Service be deemed to have been rendered until all scaffolding, Equipment(s) & machine(s), surplus materials and rubbish brought for/ generated during execution of service is cleared off the Site completely. EIC's certification about completion of service in all aspects shall be binding and conclusive.

COMPLETION CERTIFICATE DOCUMENTS: For the purpose of Completion, the following documents will be deemed to form the completion documents:

a. The technical documents according to which the Service was carried out.

b. Material appropriation, Statement for the materials issued by the Employer for the Service and list of surplus materials returned to the Employer's store duly supported by necessary documents.

26.0 FINAL DECISION & FINAL CERTIFICATE:

26.1 Upon expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the Contractor has in all respect duly made-up any shortfall and performed all his obligations under the Contract, the Engineer-in- Charge shall (without prejudice to the rights of the Employer to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the Final Certificate to that effect. The Contractor shall not be considered to have fulfilled the whole of his obligations under Contract until Final Certificate shall have been given by the Engineer-In- Charge.

27.0 LIMITATION OF LIABILITY

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

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

b) In the event of fraud, wilful misconduct or illegal or unlawful acts, or gross Negligence of the Contractor or any person acting on behalf of the Contractor; or

c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor 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 Contractor or any person or firm acting on behalf of the Contractor in executing the Works/Services.

However, neither party shall be liable to the other Party for any indirect or 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.

28.0 INDEMNITY:

28.1 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 Contractor 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 Contractor, his agents, representatives or his Sub- Contractor's, or in connection with any claim based on lawful demands of Sub-Contractor's servicemen suppliers or employees, the Contractor, 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.

29.0 BILLS/MEASUREMENT/PAYMENTS:

29.1 **SCHEDULE OF RATES AND PAYMENTS:**

a. Contractor's Remuneration:

The price to be paid by the IMC to contractor for the whole of the work to be done and the performance of all the obligations undertaken by the contractor under the contract documents shall be ascertained by the application of the respective item 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 work actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the contractor under the contract and no further payment whatsoever shall be or become due or payable to the contractor under the contract.

b. Schedule of rates to be inclusive:

The prices/rates quoted by the contractor shall remain firm till the issue of final completion certificate and shall not be subject to escalation. Schedule of rates shall be deemed to include and cover all costs, expense and liabilities of every description and all risk of every kind to be taken in executing, completing and handing over the work to the IMC by the Contractor. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required, though the contract document may not fully and precisely furnish them. He shall make such provision in the item rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete the works. The opinion of the Engineer-in- Charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the contractor, although the same may not be shown on or described specially in contract documents.

Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the contractor shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charges or words to the same effect or that it may be stated or not stated that the same are included in and covered by the schedule of rates.

c. Schedule of Rates to Cover Constructional Equipment, 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 constructional equipment, temporary work (except as provided for herein), pumps, materials, labour, the insurance, fuel, stores and appliances to be supplied by the contractor and other matters in connection with each item in the schedule of rates and the execution of the works or any portion thereof, finished, complete in every respect and maintained as shown or described in the contract documents or may be ordered in writing during the continuance of this contract.

d. Schedule of Rates to cover Royalties, Rents and Claims:

The Schedule of Rates shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, or otherwise incorporated in or used in connection with the works, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the works and shall include an indemnity to the IMC which the contractor hereby gives against all actions, proceedings, claims

damages, costs and expenses arising from the incorporation in or use on the works of a such articles, processes or materials, Octroi or other municipal or local Board charges levied on materials, equipment or machineries to be brought to site for use on work shall be borne by the contractor.

e. Schedule of Rates to Cover Taxes and Duties:

No claim or exemption or reduction of customs duties, excise duties, sales tax, quarry or any port dues, transport charges, stamp duties or Central or States Government or Local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates. Contractor shall also obtain and pay for all permits, or other privileges necessary to complete work.

f. Schedule of Rates to cover Risk of Delay:

The schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the contractors conduct of work which occur from any cause including orders of IMC in the exercises of his powers and on account of extension of time granted due to various reasons and for all other possible or probable cause of delay.

g. Schedule of Rates cannot be altered:

For work under unit rate basis, no alteration will be allowed in the schedule of Rates by reason of work or any part of them being modified, altered, extended, diminished or omitted. The schedule of Rates are fully Inclusive rates which have been fixed by the contractor and agreed to the IMC and cannot be altered.

For lumpsum contract, the payment will be made according to the work actually carried out for which purpose an item wise or workwise, Schedule of rates shall be furnished, suitable for evaluating the value of work done and preparing running account bills.

30.0 PROCEDURE FOR BILLING OF SERVICES/MEASUREMENT/BILLING OF WORK IN PROGRESS:

31.0 Measurements:

All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-Charge and the Contractor's authorised agent progressively. Such measurement will be got recorded in the measurement book by the Engineer-in-Charge or his authorised representative and signed in token of accepted by the contractor or his authorised representative.

For the purpose of taking joint measurement the contractor's representative shall be bound to be present whenever required by the Engineer-in-Charge. If, however, he absents for any reason whatsoever the measurement will be taken by the Engineer-in-Charge or his representative and this will be deemed to be correct and binding on the contractor.

32.0 Billing:

The contractor will submit a bill to the Engineer-in-Charge of the work giving abstract and detailed measurements for the various items executed during a month, before the expiry of the 1st week of the succeeding month. The Engineer-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible, before the expiry of 10 days from presentation of the bill.

33.0 Dispute in Mode of Measurements:

In case of any dispute as to the mode of measurement not covered by the contract to be adopted for any item of work, mode of measurement as per latest Indian Standard Specifications shall be followed.

34.0 LUMPSUMS IN TENDER

34.1 For the items in tender where it includes lumpsum in respect of parts of work, the contractor shall be entitled to payment in respect of the items at the same rates as are payable under this contract for such items, or if part of the work in question is not In the opinion of the Engineer-in-Charge capable of measurement of determination, the IMC may at his discretion pay the lumpsum amount entered In the tender or a percentage thereof and the certificate In writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regards to any sum or sums payable to him under the provisions of the clause.

35.0 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES:

35.1 All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect, or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in this respect, or of the accruing of any claim by the contractor, nor shall it conclude, determine or affect in any way the powers of the IMC under these conditions or any of them as to the final settlement and the adjustments of the accounts or otherwise, or in any other way vary or affect the contract.

35.2 The final bill shall be submitted by the contractor within one month of the date of physical completion of the work, and settled immediately but not later than 60 days otherwise the Engineer-in charge's certificate of the measurement and of total amount payable for the

work accordingly shall be final and binding on all parties. The final bill shall be presented by the contractor along with 'No claim certificate' in a format acceptable to the IMC or such other documents as directed by the IMC.

36.0 PAYMENT OF CONTRACTOR'S BILL:

36.1 The payment will be made to contractor after making necessary deductions as stipulated elsewhere in the contract document for materials, security deposit or any moneys due to the IMC etc.

37.0 MODE OF PAYMENT:

Payment will be made to the contractor as per the norms of IMC.

38.0 TAXES/ DUTIES/ INSURANCE

38.1 **TAXES, DUTIES, OCTROI ETC.:**

The contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, octroi etc. now in force or hereafter Imposed, increased or modified, from time to time in respect of work 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 contractor and the contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer - employee relationship and the contractor further agrees to comply and secure the compliance by all sub-contractors, with all applicable Central, State, Municipal and local laws and regulations and requirements of any Central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be Imposed by the Central, State of Local Authority by reason of any violation by contractor or sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceeding that may be brought against the IMC arising under, growing out of, or by reason of the work provided for by this contract by third parties, or by Central or State Government authority or any administrative sub-division thereof.

39.0 INSURANCE:

Contractor shall at his own expenses carry and maintain insurance with reputable insurance companies to the satisfaction of the IMC as follows:

i. Employees State Insurance Act:

The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employees State Insurance Act, 1948, and the contractor further agrees to defend, indemnify and hold IMC harmless from any liability or penalty which may be imposed by the Central, State or Local Authority by reason of any asserted violation by contractor or sub-contractor, of the Employee State Act, 1948 and also from all claims suits or proceedings that may be brought against the IMC arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

The contractor agrees to filing, with the Employees State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the contractor's or sub-contractor's employees whose aggregate remuneration as fixed by the concerned authorities and who are employed in the work provided for or those covered by ESI Act

under any amendment to the Act from time to time. The contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee State Insurance Act from wages and affix the

Employee's contribution Cards at Wages payment intervals. The contractor shall remit and secure the agreement of the sub-contractor to remit to the authorized bank, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The contractor agrees to maintain all Cards and records as required under the Act in respect of employees and the payments and the contractor shall secure the agreement of the subcontractor to maintain such records. Any expenses incurred for the contribution, making contribution or maintaining records shall be to the contractor's or sub-contractor's account.

The IMC shall retain such sum as may necessary, from the total contract value until contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

ii. **Workman's Compensation and Employee's Liability Insurance:**

Insurance shall be affected for all the Contractor's employees engaged in the performs of this contract, if any of the work is sublet, the contractor shall require the sub-contractor to provide workman's compensation and employer's liability Insurance for the latter's employees if such employees are not covered under the contractor's insurance.

iii. **Any other Insurance Required Under Law or Regulations or by IMC:**

IMC shall cover Project Material and Equipment under and overall Marine-cum-Erection Insurance Policy. Contractor shall carry and maintain any and all other insurance which be required under any law or regulation from time to time. He shall also carry and main any other insurance which may be required by the IMC.

iv. **Automobile Liability Insurance:**

Contractor shall take out an Automobile Liability Insurance to cover all risks to IMC for each of his vehicles plying on works of this contract and these insurances shall be valid for the total contract period. No extra payments will be made for this insurance. IMC shall not be liable for any damage or loss not made good by the insurance company, should such damage or toss result from unauthorized use of the vehicle.

40.0 STATUTORY VARIATIONS:

40.1 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 Contractor'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.

40.2 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 Contractor'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. of the Contract.

However, any benefit of decrease in duties and taxes after the Contractual completion will be passed on to the Employer.

40.3 Any increase in the duties and taxes after the Contractual completion period will be to the Contractor's account, where delay in completion /mobilization period is attributable to the Contractor 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.

40.4 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 Contractor 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.

40.5 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 Contractor 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.

40.6 **Change in law**: All statutory variations, change in law or imposition of any new taxes/ duties/ levies by any Central Government/ State Government/ Civil Agencies shall be borne by Contractor except for statutory variations in GST, which shall be reimbursed by IMC against documentary evidence submitted by the Contractor.

41.0 DAMAGES TO PROPERTY, ANY PERSON AND THIRD PARTY

41.1 Contractor 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 Wilful Misconduct or omission of the Contractor, his employees, agents, representatives or Sub-Contractors.

41.2 The Contractor shall take sufficient care in moving his equipment 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 Contractor. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

41.3 The Contractor shall indemnify and keeps 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 Wilful Misconduct or omission of the Contractor, his employees, agents, representative of Sub-Contractor.

42.0 LABOUR LAWS AND OTHER REGULATIONS

42.1 **LABOUR LAWS:**

a. No labour below the age of eighteen years shall be employed on the work.

b. The contractor shall not pay less than what is provided under the Minimum Wages Act for the applicable trade or category of workman to the worker engaged by him on the work and also ensure that any subcontractor engaged by him also pay not below the applicable minimum wages under the Act and hold the company, indemnified in respect of any claims that may arise in respect or non-compliance with these requirements.

c. The contractor shall observe all the formalities required under the provisions of the contract labour (Regulation and abolition) Act 1970 and the rules made thereunder and as may be amended from time to time. He shall pay the required deposit under the Act Appropriate to the number of workmen to be employed by him or through sub-contractor and get himself registered under the Act. He shall produce the certificate of registration granted by the Govt. authority under the Act to the company before commencement of work. The company recognizes only the contractor and not his sub-contractors under the provisions of the Act. The contractor will have to submit daily a list of his employees, who will be entering the Company's premises for the work awarded. He will also keep his wage register available at all times as close to the work site as possible and produce the same for inspection whenever required by designated Company officials. If the company so desires, a deposit may be taken from the Contractor to be refunded only after the Company is satisfied that all the workmen employed by the contractor have been fully paid for the period of work in Company's premises at least at rates equal to or better than wages provided for under the Minimum Wages Act.

d. The Contractor will comply with the provisions of the employee's Provident Fund Act and the Family Pension Fund Act as may be applicable and as amended from time to time. Contractor shall obtain their own provident fund account number. Offer of the contractor who does not have provident fund account will be liable for rejection.

e. The Contractor will comply with the provisions of the Payment of Gratuity Act 1972 as may be applicable and as amended from time to time.

43.0 IMPLEMENTATION OF APPRENTICES ACT 1961:

The Contractor shall comply with provisions of the Apprentices Act 1961 and the Rules/orders issued thereunder from time to time. If he fails to do so, his failure will be breach of the contract and the Engineer-in-Charge may, at his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the act.

43.1 **CONTRACTOR TO INDEMNIFY THE IMC:**

a. The contractor shall indemnity the IMC and every member, officer and employee of the IMC, also the Engineer-in-Charge and his staff against all actions, proceedings, claims, demands, costs, and expenses whatsoever arising out of or in connection with the matters referred to in clause 84 and all actions/ proceedings, claims, demands, costs and expenses which may be made against the IMC for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract documents. The IMC shall not be liable for or in respect of any demand or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep indemnified the IMC against all such damages and compensations and against all claims, damage, proceedings, costs, charges and expenses whatsoever, thereof or in relation thereto.

b. Payment of Claims and Damages:

Should the IMC have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the IMC shall be charged to and paid the Contractor and the contractor shall not be at liberty to dispute or question the rig of the IMC to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to the country. In every case to which by virtue of the provisions of Section 12, sub-section (I) of workmen's compensation Act 1923 or other applicable provisions of workmen's Compensation Act any other Act, the IMC is obliged to pay compensation to a workmen employed by contractor in execution of the works, the IMC will recover from the contractor the amount of compensation so paid and without prejudice to the rights of IMC under Section 12 sub-section (2) of the said Act. IMC shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under the contract or otherwise. The IMC shall not be bound to contest any clime made under Section 12, sub-section (I) of the said Act except on the written request of contractor and upon his giving to the IMC full security for all costs for which the IMC might become liable on consequence of contesting such claims.

c. Employment Liability:

i. The contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All employees engaged by the contractor shall be on his/ their payroll and paid by him/ them. All disputes or differences between the contractor and his/ their employees shall be settled by him/ them. IMC has absolutely no liability whatsoever concerning the employees of the contractor. The contractor shall indemnify IMC against all loss or damage or liability arising out of or in the course of his/ their employees. The contractor shall make regular and full payment of wages without giving any complaint by any employee of the contractor or his sub-contractor regarding non-payment of wages/ salaries or other dues. IMC reserves the right to make such payments directly, to such employee or sub-contractor of the contractor and recover the amount in full from the bills of Contractor, and the contractor shall not claim any compensation or reimbursement thereof. The Contractor shall comply with the Minimum Wages Act applicable to the area with regard to payment of wages of his employees and also of employees of his sub-contractor.

ii. The Contractor shall advise in writing to all of his employees and the employees of his subcontractor as follows:

It is fully understood that your appointment and/ or deployment is only in connection with the IMC and it does not give you any right of claim for employment by IMC.

44.0 HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS:

In respect of all labour directly employed in the works for performance of the contractor's par this agreement, the contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the IMC from time to time for the protection of health and sanitary arrangements for all workers.

45.0 SAFETY REGULATIONS:

a. In respect of all labour, directly or indirectly employed In the work for the performance of contractor's part of this agreement, the contractor shall at his own expenses arrange for all safety provisions as per safety codes of C.P.W.D. Indian Standard Institution, the Electricity Act, The Mines Act and any such other acts as applicable.

b. The Contractor shall ensure that he, his sub-contractor and his, or their personnel or representatives shall comply with all Fire / Safety regulations issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or loss / or damage due to Fire to any property or a portion thereof, occurred as a result of failure to comply with such regulations, the contractor shall be held responsible for the consequences thereof and shall keep the company harmless and indemnified.

46.0 ARBITRATION:

a. Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of IMC against the Contractor or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the sole Arbitration of the concerned Director (herein after named as Director) of the IMC or of some officer of the IMC who may be nominated by the concerned Director. The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the IMC or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the IMC he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director as aforesaid at the time of such transfer, vacation of office Or inability to act may in the discretion of the Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings not withstanding his transfer or vacation or office as an Officer of the IMC if the Director does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Director or a person nominated by such Director of the IMC as aforesaid shall act as arbitrator, hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.

b. The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to

the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and/ or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration and Conciliation Act, 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.

c. The parties against whom the arbitration proceedings have been initiated, that is to say the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the Agreement, without seeking a formal reference of arbitration to the Director for such counter-claim, cross or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising therefrom has been referred to him originally, and deemed to form part of the reference made by the Director.

d. The arbitrator shall be at liberty to appoint, if necessary, any accountant or engineering or other technical person to assist him and to act by the opinion so taken.

e. The arbitrator shall have power to make one or more awards whether interim or otherwise, in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.

f. The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators' expenses whenever called upon to do so.

g. The parties hereby agree that the courts in the city of Chennai, Tamil Nadu, alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the city of Solapur, Maharashtra only.

47.0 JURISDICTION:

The contractor shall be governed by the Laws in force in INDIA. The contractor hereby submits to the jurisdiction of the Courts situated at Chennai, Tamil Nadu for the purpose of actions and proceedings arising out of the contract and the courts at Chennai, Tamil Nadu only will have jurisdiction to hear and decide such actions and proceedings.

48.0 INCOME TAX & CORPORATE TAX:

48.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

48.2 Corporate Tax liability, if any, shall be to the contractor's account.

48.3 TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

49.0 OTHER CONDICTIONS:

a. DISCIPLINE

The Contractor shall be responsible for the discipline and good behaviour of all his personnel deployed in the services contracted and should any complaint be received against any of his employee, he shall arrange to replace such persons within 24 hours of

notice issued by the E-IC. The decision of the E-IC in this matter shall be final and binding on the Contractor

b. EMPLOYMENT LIABILITY OF CONTRACTOR

The Contractor shall indemnify IMC & shall be solely and exclusively responsible for any liability arising due to any difference or dispute between him and his employee for the execution of this contact at any time during / after the contract period is over. All workmen engaged by the Contractor shall be on his roll and be paid by him and IMC shall have no responsibility towards them.

The Contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 15th of the following month to the personnel deployed by him in the presence of the Company's representative.

The Contractor shall be directly responsible and indemnify the company against all charges, claims, dues etc. arising out of disputes relating to the dues and employment of personnel deployed by him.

The Contractor shall indemnify IMC against all losses or damages caused to it on account of acts of the personnel deployed by the Contractor.

The Contractor shall ensure regular and effective supervision of the personnel deployed by him.

c. TERMINATION OF ORDER

Termination for Default

The IMC may without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the contract in whole or in part: -

I. If the Contractor fails to deploy the vehicle / vehicles within the time period(s) specified in the contract; or

II. If the Contractor fails to perform any other obligation(s) under the contract; and

III. If the bidder, in either of the above circumstances, does not rectify his failure within a period of 15 days or such longer period as the IMC may authorize in writing after receipt of the default notice from the IMC.

IV. If the Contractor fails to deploy the requisite manpower, equipment and services within the time frame or demobilizes the existing manpower, equipment and services without prior permission from Engineer-in-charge. IMC reserves the right to hire the services from any other alternate source at full risk and cost of the Contractor and the charges borne by IMC shall be recovered from the Contractor inclusive of all taxes & duties.

d. Termination for non-requirement

The IMC may terminate the contract (whole or in part) in case services are not required after giving one-month due notice in the regard.

e. Compliance of Laws

The Contractor which shall include the contracting firm / company shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various labour laws legislation's including labour license from the

competent authority under the contract labour (Regulation & Abolition) Act 1970 and Acts made thereafter.

The installations where job is to be carried out are live and have hydrocarbon environment Contractor shall comply with all safety rules and regulations and other conditions as specified by the IMC.

f. Works Contract

The entire services as per scope of work covered under this contract shall be treated as "Works Contract".

SECTION-IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

1.0 GENERAL

1.1 Special Conditions of Contract shall be read in Conjunction with the General Conditions of Contract, specification of job and any other documents forming part of this contract wherever so requires.

1.2 Notwithstanding the sub-division of the documents into these separate sections and volumes, even part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into contract so far as it may practicable to do so.

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

1.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at this cost and the value of contract shall be deemed to have included cost of such performance and provision, so mentioned.

1.5 In absence of any specification covering any material, design of work(s) the same shall be performed/ supplied/ executed in accordance standards Engineering practice as per the instructions/ directions of the Engineer-in-charge which will be binding on the Contractor.

1.6 Contractor has to ensure the safety of man and machine all the times. The Contractor shall remain at all times liable to IMC for any loss or damage caused to any building plant machine, of IMC due to are less, negligent, inexperienced act of default of the Contractor, his agents, representative or employees. IMC shall be the sole judge as regards to assess the quantum of loss or damage and it shall be entitled to deduct from the amount payable hereunder to the Contractor the cost of repairs or the amount of loss or damages.

1.7 The Contractor will be liable for any loss or injury to IMC employees/agents due to careless, negligent, inexperienced act or default of the Contractor, his / her agent's representative or employees.

1.8 Regarding work completion, the decision of the Engineer-in-Charge (EIC) shall be final.

1.9 IMC does not make any commitment to provide his employees with facilities such as office accommodation, canteen, tea, toilet, telephone etc.

1.10 All personnel of the Contractor entering on work premises shall be properly and neatly dressed and shall wear uniform, badges, Proper PPEs (Safety Shoes & as prescribed by EIC as per work requirement) while working on premises of the company including work sites.

1.11 Contractor shall maintain proper record of his working employee's attendance and payment made to them.

1.12 The Contractor will strictly adhere to all the safety rules and regulations prevailing and applicable from time to time at the installations as directed by IMC.

1.13 The Contractor shall indemnify the company from any claim of the contract labour.

1.14 If the Contractors fail to furnish any proof in respect of separate PF Code/No. of the concerned RPF commissioner/ authority, their bids shall be liable for rejection.

1.15 All the jobs mentioned under scope of services shall be carried out as per sound industry practices, work procedure documentation and as per the guidelines/ direction of engineer -in-charge or his authorized representative.

1.16 Successful Bidder shall comply with all statutory requirements including payment of wages & other statutory liabilities towards service engineers deployed for subject work. Any liability including liability towards statutory payments such as PF, ESIC/ workmen compensation etc. in future in relation to this work shall be solely borne by successful bidder while keeping IMC indemnified.

1.17 Contractor shall arrange for and bear the cost of all Insurances required for completion of work including insurance of workmen employed, insurance of vehicles deployed, general liability insurance. Cost towards all such insurances shall be included in quoted prices.

2.0 LOCATION OF SITE

2.1 The proposed work is to be executed at Solapur, Maharashtra.

3.0 SCOPE OF WORK

3.1 For detailed scope of work, refer Technical volume II of II.

4.0 INSPECTIONS AND TESTS

4.1 During Execution of work, the work shall be inspected by the IMC or its authorized representative for acceptance of the same.

4.2 The IMC/consultant or its representative shall have right to inspect and /or to test the material to confirm their conformity to the specification.

4.3 If any inspected or tested material fail to confirm the specifications, the IMC/ Consultant may reject them and the Contractor shall either replace the rejected materials or make all the alterations necessary to meet the specifications, free of cost to the IMC.

5.0 NO TOOLS & TACKLES, MATERIAL SHALL BE PROVIDED BY IMC

5.1 The contractor should preferably have telephone connection for contacting for emergency jobs which are to be attended immediately**.**

5.2 The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipment, tools & tackles and augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to complete all works within the contracted time schedule and without any additional cost to IMC. All the tools and tackles to be used for the execution of job should be in good shape and should be tested/ calibrated.

5.3 The contractor shall have to make his own arrangement to store tools and tackles, materials etc. to be used for the execution of works. For keeping all material safe (to avoid theft/pilferage) inside the plant premises, the contractor should have his own lock and key arrangement.

6.0 STATUTORY VARIATIONS IN TAXES

6.1 The entire work covered under this contract shall be treated as works contract services. Bidder shall be required to quote their unit rates for all the SOR items inclusive of all applicable taxes viz. GST freight, Insurance including Transit Insurance as defined in the tender document. Any statutory variation in the GST during the scheduled completion period only shall be considered by the IMC against documentary evidence.

7.0 TIME SCHEDULE

The Duration of Contract Shall be two (02) years from the date of issuance of LOI/ Work order whichever is earlier. However, if the performance of the contractor is found not satisfactory, the contract shall be terminated immediately.

Contractor shall mobilize within fifteen (15) days from the date of receipt of LOI/ Work order from IMC.

8.0 PAYMENT TERMS

8.1 1st running bill shall be processed only after submission of statuary documents like Workmen Compensation (WC) policy, Insurance policies (Open transit policy), labour license, Contractor All Risk (CAR) policy, and GST registrations of Maharashtra. Running bill shall be processed only after submission of RPFC/ESI challans of previous executed months

8.2 Monthly running bills to be submitted by the Agency/Contractor for verification and certification by Site-In-charge (SIC) at site. Subsequently, the bills will be duly certified by Engineer-In-charge (EIC) or a person authorized by him. The following documents should be submitted along with the bills to IMC through Site in- charge / Engineer-In-charge (EIC) for the release of payment by Finance Department IMC.

8.3 Payment will be made on monthly basis, after submission of all requisite documents for the claim month.

8.4 The final bill shall be submitted by the Agency/Contractor within a month from the date of completion of the contract. Payment for the last month will be done on pro-rata basis for the number of days the contract was deployed till the date of completion.

8.5 IMC reserves the right to recover from the bill(s), Contract Performance Guarantee / Security of the Contractor, amounts due to IMC against any PRS or as a result of any claims / compensations or due to any statutory imposition, etc. without prior notice. IMC also reserves the right to withhold any payment to safeguard the interest of IMC against any dues, claims, etc. The decision of Officer-In-Charge / EIC in this regard shall be final and

binding on the Contractor.

8.6 No interest shall be payable on withheld amounts.

8.7 Recovery of Income Tax applicable as per Income Tax Act from the bills.

9.0 PAYMENT METHODOLOGY

9.1 The contractor shall raise invoices on monthly basis for works carried out duly certified by Engineer-in- Charge in triplicate. The contractor to ensure that the invoices of completed work should be raised & duly certified by Engineer-in-charge within one month to avoid any statutory penalties on delay in paying taxes.

9.2 The payment shall be released within 21 days from the date of receipt of invoice, if found to be in order and duly certified by PMC/EIC.

9.3 The Payment shall be released through RTGS only.

10.0 CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)

10.1 The successful bidder shall furnish the Contract Performance Bank Guarantee (CPBG) of an amount equal to 2.5% of total order value (inclusive of all taxes and duties including GST) & and amount of 7.5% shall be deducted to each subsequent RA Bill. CPBG shall be submitted to IMC within 15 (Fifteen) days of the receipt of the written intimation (LOI/WO) from IMC.

10.2 Bank Guarantee towards CPBG shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the DLP specified in tender document.

10.3 IMC shall not be liable to pay any interest on the deducted amount. The deducted amount shall be release once defect liability period is successfully complete (if DLP applicable).

10.4 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

10.5 The CPBG has to cover the entire contract value including extra works/services also. As long as the CPBG submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPBG. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPBG.

10.6 CPBG forfeiture for non- performance, Recovery for carrying out work under “Risk and Cost” clause of contract from vendor, Recovery for Defects in supplies.

10.7 “In case of forfeiture of Contract Performance Bank Guarantee / Security Deposit, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by IMC. The forfeiture amount will be subject to final decision of IMC based on other terms and conditions of order/ contract.”

10.8 IMC shall have the right to recover from the security deposit /bank guarantee, the balance amount if any which could not be recovered from the payments to the bidder under any of the clause of this contract.

10.9 The bidder shall be liable to pay further balance of recovery/claim if any which could not be

recovered from the payments of the bidder and/or from the security deposit/bank guarantee.

10.10 IMC shall pay no interest on the Earnest Money or Security Deposit or performance guarantee furnished by the bidder.

10.11 In case the Contractor fails to carry out the job, as per the terms and Conditions of the contract, the security deposit/bank guarantee is liable to be forfeited/invoked, without prejudice to any other right, which IMC may have under this contract or otherwise

10.12 The CPBG shall be kept valid for a period of 90 days (03 months) beyond the Defect Liability period.

11.0 STATUTORY APPROVALS

11.1 General permissions shall be obtained by the Purchaser. However, working approval from any authority required as per statutory rules and regulation of Central/ State Government/ Local Bodies shall be the Contractor's responsibility unless otherwise specified in the bid document. The application on behalf of the Purchaser for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/ commissioning of the work is not delayed for want of the approval/ inspection by concerned authorities.

12.0 SUB LETTING OF CONTRACT

12.1 No part of this contract will be transferred or assigned or sub-let, directly or indirectly to any person / firm or organization.

13.0 OPERATION OF WORK

13.1 The contractor shall make himself or his responsible representative available at the work site for proper supervision. The contractor shall have to follow the safety rules and regulations strictly. The contractor shall have to handover the site properly cleaned after completion. In case the contractor abandons the work before the completion of the contract period or fails to do the work satisfactorily, the work shall be got done from any other agency at his risk and cost. Besides, the Security Deposit of the party may also be forfeited at the discretion of the Engineer in Charge.

14.0 COMPENSATION FOR DELAY

14.1 The agency/contractor will deploy qualified, efficient and experienced personnel to discharge the contractual obligation effectively.

14.2 At any circumstance, any delay or interruption in the operation services shall not be entertained for any reason what so ever.

14.3 Non availability of manpower in any shift/any workplace will not be tolerable. The contractor will be penalized for each such act as follows:

i. For non-availability of manpower, a penalty of three times of SOR rates of the amount offered will be imposed on pro-rata basis for the duration of such non availability of services

ii. For every noncompliance of PPE's (Helmets, Safety Shoes, Hand gloves etc.) will be penalized @ Rs.500/- per person per shift

iii. For every noncompliance of uniform (T-Shirt/Shirt and Trouser) contractor will be penalized @ Rs. 500/- per person per shift

iv. IMC will not tolerate any kind of indiscipline act at the premises from the contractor employees during the service time. If any such incident happens, the contractor will be penalized @ Rs10,000/- per act and the contractor shall terminate such employee from his/ her service immediately and condition of non-availability of manpower will be applicable after 24 hours from the termination of service

v. Non Compliance observation to perform any of the responsibilities mentioned in job responsibilities will attract penalty of @ Rs. 1,000/- for each observation, and the equipment damage cost if occurred during the operations due to laxity of the man power shall be borne by the contractor, the equipment rate will be provided by IMC.

vi. If the contractor fails to provide PPE and Uniform to his manpower after stipulated time, IMC will provide the PPE and Uniform at its risk and cost considering original invoice value plus 15% overhead charges will be recovered from contractor

vii. Police verification of all manpower to be deployed by the contractor shall be submitted before one week prior to deputation on site or within 45 days after issue of LOA whichever is earlier. If any new person(s) joins during the running period of the contract, contractor and new joinee both will submit self-declaration for character report and non-criminal record. Police verification of such person(s) has to be done immediately and report is to be submitted within 15 days. Non-compliance will attract penalty of Rs.500/- per person per week

viii. Not maintaining record at stations as per IMC procedure will attract penalty of Rs.500/- per day

15.0 SUPERVISION OF WORK

15.1 Contractor shall deploy at least one experienced Overall Site In Charge (graduate/ diploma) with 5-10 years relevant site experience who will be available at site during the entire progress of the work and will be fully responsible for proper execution of entire project and safety of the workers and the work. He will take all instructions from Engineer in-charge on behalf the contractor and give feedback of compliance directly to Engineer-in-charge.

15.2 The contractor has to deploy sufficient manpower and controlling the manpower at site, obtaining permissions and Work permit from E-I-C. In case of contractor's failure to provide the required supervisor / manpower as per required qualification, the contractor shall be liable to pay a penalty @ Rs.10,000/- per month or part thereof on such failure for Site Engineer and @ Rs.15,000/- per month or part thereof on such failure for Site Supervisor and the amount will be deducted from the bill of contractor. Copy of qualification and experience certificate is to be produced to IMC before commencement of work. In case of any nuisance, the employee must be replaced within 7 working days.

15.3 The above supervising services shall be provided at contractor's cost & no payment shall be made on this account.

16.0 MOBILIZATION ADVANCE

No mobilization advance is payable for this work.

17.0 COMPENSATION FOR EXTENDED STAY

17.1 No compensation for extended stay is payable to contractor.

18.0 GOVERNING LAW AND JURISDICTION

18.1 The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at Mumbai, Maharashtra for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract.

19.0 ACCOMMODATION / TRANSPORTATION / MEDICAL

19.1 The Contractor shall make his own arrangement for the accommodation of his personnel at respective locations and subsequent transportation arrangement for them from their place of residence to work place or any other place as required and IMC shall have no obligation in this respect. The company shall not be responsible for providing any medical assistance to the contract personnel.

20.0 MOBILZATION TIME

20.1 The contractor within 15 days from date of issuance of LOI/Work Order (WO) whichever is earlier shall mobilize man, material and equipment for execution of project.

21.0 GATE PASS / IDENTITY CARD

21.1 If required by IMC, the Contractor shall arrange to supply / renew identity card to his workforce at his own cost for security or for any other reasons. Those Contractor's personnel shall be required to carry their respective identity cards while on duty and produce the same on demand.

22.0 RIGHT TO GET SERVICE CARRIED OUT THROUGH OTHER AGENCIES

22.1 Nothing contained herein shall restrict IMC from accepting similar service from other agencies, at its discretion and at the risk and cost of the Contractor with 10% IMC's overhead, if the Contractor fails to provide the said service any time.

23.0 THE ENGINEER IN-CHARGE (E I-C) SUBJECT TO MANAGEMENT APPROVAL SHALL HAVE POWER TO

i. Issue the Contractor, from time to time during the running of the contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the contract and the Contractor shall carry out and be bound by the same.

ii. Increase and / or decrease the quantity of Schedule of Rates. The tentative quantity of work/services is shown on the Schedule of Rates.

iii. Order the Contractor to remove or replace any workman whom the company / considers incompetent or unsuitable and opinion of the company representative as to the competence of any workman engaged by the Contractor shall be final and binding on the Contractor.

24.0 TAXES, DUTIES, OCTROI, LEVIES ETC.

i. The quoted prices shall be deemed to be inclusive of all taxes, duties, octroi, levies work contract tax if any etc. except final GST till the completion of the contract and contractor shall not be eligible for any compensation on this account. No statutory variation on this account will be payable by IMC.

ii. Any Indian Income Tax/Sales Tax on Works Contract which Purchaser may be required to deduct by law or statute, shall be deducted at source and the same shall be paid to Income Tax/Sales Tax Authorities on account of Contractor. Purchaser shall provide the Contractor a certificate for such deduction of tax. The Contractor shall indicate their

Permanent Account no. with the relevant Income Tax Authority for this purpose to Purchaser.

iii. In case of any dispute about labour content of the Contract Price by the Assessing Authority while computing Sales Tax on Works Contracts, IMC/PURCHASER will bear no liability in this respect and the Contractor shall settle the same with Assessing Authority without any claim on IMC/PURCHASER on this account.

iv. The Contractor shall produce documentary evidence as may be called for Purchaser in respect of taxes, duties, etc., paid by the contractor, along with monthly RA Bill.

25.0 CONFLICT OF INTEREST

25.1 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.

26.0 SERVICE PROVIDER’s REPRESENTATIVE & PERSONNEL

26.1 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.

26.2 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.

26.3 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.

26.4 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.

26.5 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

26.6 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.

26.7 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.

27.0 SERVICE PROVIDER’S EMPLOYEES / PERSONNEL

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

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

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

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

28.0 NO WAIVER OF RIGHTS

28.1 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.

29.0 EXECUTION OF SERVICES

29.1 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.

30.0 CHANGES IN SERVICES

30.1 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.

30.2 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.

31.0 PAYMENT, INSURANCE AND TAXES

31.1 **DEDUCTION FROM THE CONTRACT PRICE**

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.

31.2 **SCHEDULE OF RATES**

a. 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.

b. 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 / equipment/ 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.

c. 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.

d. 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.

e. 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.

f. 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 LOI/Work Order (WO)/Contract by the Employer.

32.0 COMPENSATION FOR IDLE TIME

32.1 No Idle time claim shall be entertained under any circumstances.

33.0 HEALTH SAFETY AND ENVIRONMENT (HSE)

33.1 The contractor shall adhere to the Health, Safety and Environment (HSE) management system as per IMC Specification and General Conditions of Contract.

33.2 Contractor and their personnel shall observe and shall take care of all Fire & Safety and Security rules of IMC/ Regulating Authorities during execution of work.

33.3 It shall be contractor's responsibility to perform the work in a secured manner and following all the safety regulations as defined in relevant codes / standards.

33.4 Tobacco/ Ghutka chewing or other such acts, are strictly prohibited at the site.

33.5 Below minimum safety precautions to be followed while filling:

i. Approved CNG kit is fitted to the vehicle

ii. Tested cylinder is fitted to the vehicle

iii. Nameplate details for validity of CNG usage

iv. No smoking, naked flame or any other source of ignition is there at CNG station

v. No leakage from the CNG system of vehicle

vi. Ensure engine and any other equipments are switched off, hand brakes applied

vii. No persons allowed inside vehicle

viii. Do not leave the vehicle while filling

ix. During and after filling ensure there is no leakage from vehicle

x. Disconnect the filling hose immediately after filling

xi. Any other required for safe operation

34.0 PROVIDENT FUND

34.1 The Contractor shall strictly comply with the provisions of Employees Provident Fund Act applicable in India and register them with Regional Provident Fund Commission (RPFC) before commencing the work. The Contractor shall deposit employees and IMCs contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan/ receipt for payment made to the RPFC for the preceding months. EPF contribution is to be made for actual basic wages, which can't be less than the prevailing minimum wages as prescribed by Govt. of Haryana from time to time.

34.2 In case the RPFC's challan/ receipt, as above, is not furnished, contractor shall deduct 5% (Five percent) of the payable amount from Contractor's bill and retain the same as a deposit such retained amount shall be refunded to Contractor on production of RPFC Challan/receipt for the period covered by the related running bill.

34.3 In case it is observed that contractor fails to submit requisite RPFC Challans along with bills more than once during the tenancy of the contract and submits subsequently a token penalty

per instance may be imposed by IMC.

35.0 COMPLIANCE WITH LAW

Contractor shall abide by all prevailing Laws of India including but not limited to:

a. The Mines Act.

b. The Minimum Wages Act, 1948.

c. The Workman's Compensation Act, 1923.

d. The Payment of wages Act, 1963.

e. The Payment of Bonus Act, 1965.

f. The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.

g. Employee's Pension Scheme, 1995.

h. Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.

i. The Employees Provident Fund and Miscellaneous Provisions Act, 1952.

j. GST Act.

36.0 CONTRACT CLOSURE

36.1 It is contractor's obligation to submit final bill and all requisite documents as per tender condition for closure of the contract within 15 days after completion of work.

36.2 In case contractor fails to close the work order within 15 days' period, IMC will initiate action to close the contract as per documents/data available on the record. IMC reserves the right to adjust any pending liability of the closed contract from the any other running contract.

37.0 DEFINITION

Clause No. 1.19 of GTC has been read as below:

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

38.0 SUSPENSION OF SERVICES:

Clause No. 23.4 of GTC has been modified as below:

38.1 Contractor 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 Contractor 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 Contractor should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the Contractor.

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

39.0 DEFECTS LIABILITY PERIOD

Clause No. 24.0 of GTC stands 'Deleted.'

40.0 BASIS FOR OVERTIME CALCULATION

The Contractor shall ensure compliance with all applicable labour laws and statutory obligations regarding employee compensation, including overtime payments.

Overtime wages shall be paid to the deployed manpower strictly in accordance with the provisions laid down under the applicable laws of the State of Maharashtra. Specifically, the basis for calculation of overtime shall be as per the following:

- **The Maharashtra Shops and Establishments (Regulation of Employment and Conditions of Service) Act, 2017**, and/or
- **The Minimum Wages Act, 1948** (as applicable), and
- **The Contract Labour (Regulation and Abolition) Act, 1970**, wherever applicable,
- Along with notifications/circulars issued by the Government of Maharashtra from time to time.

It is the responsibility of the Contractor to determine and apply the correct statutory provisions applicable to each category of manpower deployed (As per Tender documents) based on their roles, hours of work, and place of work.

Failure to comply with any applicable provisions relating to wages, working hours, or overtime will be treated as a breach of contract and may lead to necessary actions in line with tender terms & conditions forfeiture of performance security.

41.0 LEGAL PROVISIONS

41.1) The Code on Wages, 2019 ("Wages Code") (read with the rules framed thereunder), which has repealed and subsumed the Minimum Wages Act, 1948 ("MWA") with effect from 21 November 2025, along with the relevant state level legislations, where applicable, governs matters relating inter-alia the fixation and payment of minimum wages to employees.

41.2) Section 5 of the Wages Code (Section 12 of the MWA) mandates that no employer shall pay wages to an employee at a rate lower than the minimum wages notified by the appropriate government. In this regard, an assessment of whether the central government or the state government constitutes the 'appropriate government' is necessary to determine the applicable minimum wage rates.

41.3) Appropriate Government

Section 2(d)(i) of the Wages Code defines the term "appropriate government" to mean the Central Government in relation to, (i) any establishment carried on by or under the authority of the Central Government, (ii) establishments engaged in railways, mines, oilfields, major ports, air transport services, telecommunications, banking, insurance, (iii) central public sector undertakings, (iv) corporations or authorities established under a Central Act, (v) subsidiaries of central public sector undertakings, (vi) autonomous bodies owned or controlled by the Central Government, and (vii) contractors engaged for the purposes of such establishments.

Pursuant to Section 2(d)(ii) of the Wages Code, the State Government is the appropriate government in relation to all establishments not covered under Section 2(d)(i).

Based on our understanding of the Client's Business, the Client's establishment does not fall within any of the categories specified under Section 2(d)(i) of the Wages Code. Accordingly, for the purpose of determining minimum wages in respect of the Personnel engaged under the Work Order, the Government of Maharashtra would constitute the appropriate government.

In view of the above, the Queries have been analysed in light of the provisions of the Wages

Code, the rules framed thereunder, and the minimum wage notifications issued by the Government if Maharashtra from time to time.

41.4) Categorisation of Employment

While Section 5 of the Wages Code requires employers to pay wages not less than the minimum rates notified by the appropriate government, the minimum wage framework under the erstwhile MWA applied to specified category of employments set out in the Schedule to the MWA. Accordingly, the determination of minimum wages under the 2026 Notification requires identifying the appropriate category of employment applicable to the Client's different operations.

In this regard, the 2026 Notification inter alia prescribes minimum wage rates for employment under factories at Entry 20 and employment under shops and commercial establishments at Entry 48. We understand that the Service Provider has contended that the wage rates applicable to factories defined under the Factories Act, 1948 ("Factories Act") should apply to the Personnel engaged under the Work Order, whereas the Client's position is that the relevant category is that of shops and establishments governed by the Maharashtra Shops and Establishments (Regulation of Employment and Conditions of Service) Act, 2017 ("Maharashtra S&E Act").

Our assessment of the category of employment applicable to each category of Services is set out below.

Office Management Services:

The Maharashtra S&E Act applies to establishments falling within the scope of Section 2(4), which includes establishments engaged in business, trade, profession, services, or activities incidental or ancillary thereto, irrespective of whether such activities are carried out for profit.

We have been informed that the office management Personnel are proposed to be deployed at the Client's offices and guest houses, which are covered under the definition of 'establishment' under the Maharashtra S&E Act.

Based on the above definition, review of the documents and the information shared by the Client in relation to the office management services and nature of work to be performed by the office management personnel (as set out more specifically under Annexure A), the Client's operations pertaining to management of commercial offices will qualify as an 'establishment' under the Maharashtra S&E Act.

Accordingly, the appropriate categorisation of employment for the office management Personnel for the purpose of determining applicable minimum rate of wages will be 'shops and commercial establishment' (Entry 48) of the 2026 Notification.

HCV Drivers:

The 2026 Notification does not contain a dedicated category specifically applicable to HCV drivers engaged in the transportation of CNG cascades for the purpose of determining minimum rate of wages.

We have been informed that the HCV Drivers are not permanently stationed at either the LCNG facilities or at the Client's offices. Rather, their functions are primarily mobile in nature and are undertaken across multiple locations in connection with transportation activities. HCV Drivers are responsible for operating vehicles fitted with CNG cascades and complying with the operational and safety requirements associated with the transportation of such equipment.

In the absence of a specific category under the 2026 Notification directly applicable to such Personnel, considering that the services performed by the HCV Drivers have a close nexus with the factory and its operations and they report to the LNG/LCNG stations (not any corporate office) for performing their duties/ services, on the limited facts available, based on our analysis it appears the minimum wage rate prescribed for 'Factories Act, 1948 Sec 2(m)' at (Entry 20) will likely be applicable.

The minimum wages prescribed under factories (entry 20) will be applicable to the HCV Drivers.

Given that the appropriate government in the present case is the State Government, the

prescribed minimum wage under the relevant notification released will be applicable. However, payment of an amount higher than the minimum wage is a commercial consideration that may be agreed upon based upon between the Client and the Service Provider.

41.5 Skill Categorisation :

Section 6(6) of the Wages Code (which corresponds to Section 3 of the MWA) empowers the appropriate government to fix minimum rates of wages by taking into consideration, inter alia, factors such as the skill level of workers (namely, unskilled, semi-skilled, skilled, and highly skilled), the geographical area of employment, or both.

In this regard, the Government of Maharashtra has published the Draft Maharashtra Code on Wages Rules, 2026 ("Draft Rules"), which defines 'unskilled', 'semi-skilled', 'skilled' and 'highly skilled' occupations under Rules 2(k), 2(q), 2(r) and 2(t) and prescribe the categories of work falling within each such classification under the Schedule. The relevant definitions of the skill levels under the Draft Rules are set out below.

The Draft Rules define the different skill categories as:

"Highly skilled occupation" means an occupation which calls in its performance a specific level of perfection and required competence acquired through intensive technical or professional training or practical occupational experience for a considerable period and also requires of an employee to assume full responsibility for his judgement or decision involved in the execution of such occupation;

"Skilled occupation" means an occupation which involves skill and competence in its performance through experience on the job or through training as an apprentice in a technical or vocational institute and the performance of which calls for initiating and judgement;

"Semi-skilled occupation" means an occupation which in its performance requires the application of skill gained by the experience on job which is capable of being applied under the supervision or guidance of a skilled employee and includes supervision over the unskilled occupation; and

"Unskilled occupation" means an occupation which in its performance requires the application of simply the operating experience and involves no further skills.

However, given that since the Draft Rules have not yet been notified and brought into force, for the purposes of the present analysis, reliance has been placed on the existing framework applicable in Maharashtra under the MW Act, the Maharashtra Minimum Wages Rules, 1963 ("Maharashtra MW Rules"), read with the relevant notifications issued thereunder and relevant judicial precedents. Please note that once the Draft Rules are notified, the classification of the Personnel may require re-evaluation in light of the categories and criteria prescribed therein.

While the Maharashtra MW Rules do not prescribe criteria for determining the different skill levels, the Office of the Commissioner of Labour, Maharashtra, through a notification dated 5 August 2026 (accessible at <DA_July_2026_to_Dec_2026.pdf >) published for the period between 1 July 2026 to 31 December 2026 ("2026 Notification"), prescribed minimum wage rates applicable in the State and recognised the following 3 (three) categories of workers: (i) unskilled, (ii) semi-skilled, and (iii) skilled. The 2026 Notification further clarifies that, for the purposes of the wage rates prescribed therein, the "skilled" category includes the "highly skilled" category.

However, neither the Maharashtra MW Rules nor the 2026 Notification issued by the Government of Maharashtra expressly set out the parameters for determining whether a particular role/ activity falls within a specific skill category as identified above. In the absence of the same, reliance must be placed on broader principles recognised by the Indian courts and authorities.

In this regard, the Expert Committee constituted by the Ministry of Labour and Employment, in its Report of the Expert Committee on Determining the Methodology for Fixing the National Minimum Wage published in January 2019 ("Committee Report") (accessible at https://www.labour.gov.in/static/uploads/2025/06/ef67cd1e69e23cff9bf792a6f526f41a.pdf), described the various skill categories as follows:

unskilled work means work involving simple operations that require little or no skills or experience on the job;

semi-skilled work means work involving some degree of skill or competence acquired through experience on the job, which is capable of being performed under the supervision or guidance of a skilled employee and includes unskilled supervisory work;

skilled work refers means involving skills or competencies acquired through experience on the job or through training as an apprentice in a technical or vocational institute; and

highly skilled work means work calling for a degree of perfection and full competence in the performance of certain tasks, including clerical work acquired through intensive technical or professional training or practical work experience for a certain reasonable period. It also requires a worker to assume full responsibility for the judgment or decision involved in the execution of these tasks.

While the Committee Report was prepared in the context of determining a national minimum wage framework, in the absence of specific statutory criteria, the definitions contained therein may be relied upon as indicators for the commonly accepted distinctions between the said skill categories.

Similarly, the definitions of “unskilled occupation”, “semi-skilled occupation” “skilled occupation” and “highly skilled occupation” under the Draft Rules as more specifically discussed at paragraph 3.5(c) above may be relied upon as an indicative benchmark of the legislative intent behind the meaning of these categories.

Further, reliance can be placed on judicial precedents wherein skill levels have been determined based on the nature of duties, level of expertise required, degree of judgment exercised, and extent of training needed for the performance of the work.

41.6 Minimum Wage Determination :

The 2026 Notification prescribes the minimum wages payable to employees across various categories of employment in Maharashtra by reference to: (i) the relevant category of employment; (ii) the skill category of the employee; and (iii) the applicable geographical zone. For each category of employees, the minimum wage comprises of: (A) the basic rate of wages; and (B) the VDA / special allowance.

Based on our assessment of the relevant category of employment, the appropriate skill category applicable to each of the Personnel, and the applicable geographical zone, the applicable minimum wages payable to the Personnel as prescribed under the 2026 Notification.

In this regard, the Indian courts have consistently recognised that where statutory minimum wages are revised during the subsistence of a contract, such revised statutory wages must be applied, particularly where the contract provides for compliance with applicable minimum wages or provides for adjustment of rates consequent to statutory revisions.

ANNEXURE A

ASSESSMENT OF CATEGORISATION OF PERSONNEL BASED ON SKILL LEVEL

S.No.	Personnel	Analysis of Skill Classification	Skill Categorisation under the 2026 Notification
1.	Office Boy	Office Boy is responsible for tasks such as attending calls, distributing correspondence, arranging refreshments and carrying out other routine support functions. The duties are operational and repetitive in nature and do not require specialised technical skills or training. Accordingly, the role is likely to fall within unskilled work.	Unskilled
2.	Housekeeper	Housekeeping personnel are engaged in cleaning, washing and other ancillary support services. The Tender Document requires only basic education and limited prior experience. The duties are largely routine in nature and involve simple operations requiring little specialised skill, training or experience. Accordingly, the role may fall within the unskilled work.	Unskilled
3.	Drivers	Drivers are engaged to provide chauffeur services and maintain records relating to fuel consumption, travel and vehicle usage. The role necessarily requires possession of a valid driving licence and the competency to safely operate a motor vehicle. Such competencies constitute specialised skills acquired through training and certification. Accordingly, role may fall within skilled work.	Skilled
4.	Cook	As per the Tender Document, cook is required to prepare food and manage day-to-day kitchen activities.	Un-Skilled
5.	Office Staff	Office Staff are expected to perform functions relating to data entry, finance and front-office operations. Such activities require functional knowledge, proficiency in office systems and relevant experience. While some functions such as data-entry may be repetitive, the inclusion of finance and front-office responsibilities suggests a broader role involving administrative capabilities and independent responsibility. The nature of responsibilities involved, the role requires specialised skills	Skilled

		acquired through education, training or experience and therefore is likely to fall within skilled work.	
6.	HCV driver	HCV Drivers are responsible for operating vehicles fitted with CNG cascades and complying with the operational and safety requirements associated with the transportation of such equipment. The role requires a valid heavy goods vehicle licence, at least three years' experience in operating heavy vehicles and one year's experience in operating hazardous goods vehicles. The position therefore requires a significant degree of specialised skill, technical competence and experience, and is likely to fall within skilled work.	Skilled

Annexure – B * (Prevailing Rates)

To be revised periodically as per the applicable government rules and laws

		House Keeping	Office Boy	Cook	Driver	Officer Finance & Marketing
A: Monthly Payment						
1	Basic	10021	11632	11632	11632	11632
2	DA	4134	4134	4134	4134	4134
3	HRA	708	788	788	788	788
4	Other Allowance		1500	1500	1500	4636
5	Site Allowance		1200	1200	1200	2500
6	Washing Allowance					1200
	Total	14863	19254	19254	19254	24890
B. Statutory Payments						
1	Provident Fund @13%	1840	2050	2050	2050	2050
2	ESIC @ 3.25%	460	512	512	512	512
	Total	2300	2562	2562	2562	2562
C. Annual Payment						
1	Bonus @8.33%	1179	1313	1313	1313	1313
	Total	1179	1313	1313	1313	1313
D. Leave Compensation						
1	Leave Wage @5%	708	788	788	788	788
E. Gratuity						
1	Gratuity @ 4.81%	Based on terms of employment and actual period served				
		EMPLOYEE ELIGIBILITY & TENURE AS PER PAYMENT OF GRATUITY ACT, 1972				
G. Direct Cost to Company						
1	Uniform Charge /Safety Shoes	400	400	400	400	
2	Reliever Charge @ 16.66%					
Total		19450	24318	24318	24318	29554
Service Charge		1945	2432	2432	2432	2955
Total CTC		21395	26749	26749	26749	32509

41.0 CORRESPONDING ADDRESS

A. PURCHASER:

Shri Hemant Kumar
IMC Limited
1001, Kanchenjunga Building, Barakhamba
Road, New Delhi – 110001
Tel. +91-011-41418104
E-mail: hemantkumar@imc.net.in / parikshit@imc.net.in

SECTION – V

FORMS & FORMATS

Form F-1
BIDDER'S GENERAL INFORMATION

To,

IMC LIMITED

TENDER NO:

1.	Bidder Name	
2.	Name of Contact Person	
3.	Status of Firm	Proprietorship Firm/ Partnership firm/ Limited/ Others
4.	Name of Proprietor/ Partners/ Directors of the firm/ company	
5.	Number of Years in Operation	
6.	Address of Registered Office: In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	
		City:
		District:
		State:
		PIN/ZIP:
7.	Operation Address (if different from above)	
		City:
		District:
		State:
		PIN/ZIP:
8.	Telephone Number	(Country Code) (Area Code) (Telephone no.)
9.	E-mail address	
10.	Website	
11.	Fax Number:	(Country Code) (Area Code) (Telephone No.)
12.	ISO Certification, if any	{If yes, please furnish details}
13.	Bid Currency	
14.	Banker's Name	
15.	Branch	

16.	Bank account number	
17.	PAN No.	
18.	GST No.	[Enclose copy of GST Registration Certificate]
19.	Type of Entity	Corporate/ Non-Corporate (In case of Non – Corporate Entity, bidder will submit documentary evidence for same).

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-2

BID FORM (on Bidder's Letter Head)

To,

SUB:

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of "----------" including " Condition of Contract" (CC) and "Schedule of Rates (SOR)" , etc. the receipt of which is hereby duly acknowledged, we , the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said Bid Documents, including Addenda/ Corrigenda Nos. ----------.

We confirm that this Bid is valid for a period as specified in BDS from the date of opening of "Techno-Commercial/ Un-priced Bid", and it shall remain binding upon us and may be accepted by and time before the expiry of that period.

If our bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal to " ---------- of the Contract Price" or as mentioned in Tender Document for the due performance within "twenty-one (21) days" of such Award.

Until a final Agreement/ Letter of Award is prepared and executed, the tender document (including addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding Agreement between us.

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intend of the Bidding Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we confirm to perform for fulfilment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any Bid that you may receive.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-3

LIST OF ENCLOSURES

(On bidder's Letter Head)

To,

IMC LIMITED

SUB

Dear Sir,

We are enclosing the following documents in original:

1. Bid Security/EMD.
2. Power of Attorney.
3. Completion certificates from the served companies indicating value, quantum and details of the work done.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-4

PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY/ BID SECURITY"

(To be stamped in accordance with the Stamp Act.)

Ref…… Bank Guarantee No…….

Date

IMC LIMITED

TENDER NO:

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No.----------

M/s ---------- having their Registration / Head Office at ----------

(hereinafter called the Tenderer), wish to participate in the said tender for ---------- ----------as an irrevocable Bank Guarantee against Earnest money for the amount of ---------- - is required to be submitted by the Tenderer as a condition precedent for participation in the said tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the tender Document.

We, the ---------- Bank at ----------having our Head office ----------(Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderer by IMC LIMITED, the amount ----------without any reservation, protest, demur and recourse. Any such demand made by IMC LIMITED shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid up to ----------[this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s -------- ---------- whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this day of _____20__at _____.

WITNESS:

(SIGNATURE) (NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS) Attorney as per

Power of Attorney No. Date:

INSTRUCTIONS FOR FURNISHING "BID SECURITY / EARNEST MONEY" BY "BANK GUARANTEE"

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper

2. The Bank Guarantee by bidders will be given from Bank as specified in tender.

3. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".

F-5
LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations']

Ref: Date:

To,

IMC LIMITED

TENDER NO:

Dear Sir,

I/We, ----------hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un- priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

[1] Name & Designation _____ Signature _____ Phone/Cell:

Fax:

E-mail: …….. @ ……

[2] Name & Designation _____ Signature _____ Phone/Cell:

Fax:

E-mail: …….. @ ……

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the **"letterhead"** of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to IMC.

F-6

"NO DEVIATION" CONFIRMATION

To,

IMC LIMITED

TENDER NO:

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-7

BIDDER'S EXPERIENCE

To,

IMC LIMITED

TENDER NO:

Sl. No	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. Name, designation and address of Engineer / Officer - in-Charge (for cases other than purchase)	Value of Contract/ Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for Delay in execution, if any
1	2	3	4	5	6	7	8	9

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F– 8A

ANNUAL TURNOVER

(On Bidder's letterhead)

Annual Turnover data for the last 3 years:

Sl No.	Year	Amount (in INR)
1		
2		
3		

F– 8B

FINANCIAL STATUS

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR (On Bidder's letterhead)

Description	For the year of _____
	Amount (in INR)
1) Current assets	
2) Current Liabilities (including secured and unsecured short term loans & working capital loans)	
3) Working Capital (Current Assets-Current liabilities)	
4) Net Worth (Paid up share capital and Free Reserves & Surplus) (NW)	

1. Attached are copies of the audited balance sheets, including all related notes and income statement for the last Audited Financial year, as indicated above, complying with the following conditions

- All such documents reflect the financial situation of the bidder
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)

SEAL AND SIGNATURE OF BIDDER

F– 9

CHECK LIST FOR AGREED TERMS AND CONDITIONS

S. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Price Basis	Accepted
2	Firm & Fixed Prices	Accepted
3	Supply as per scope defined in the Tender documents	Accepted
4	Price is exclusive of applicable taxes inclusive of transportation, insurance, other support services and delivery/unloading at IMC Limited site/ store in Solapur district	Accepted
5	Packing & Forwarding is Included in unit price	Included
6	Delivery period (As per Tender document)	Accepted
7	Guarantee Clause	Accepted
8	Term of Payments (As per Tender document)	Accepted
9	Contract Performance Bank Guarantee to be submitted	Accepted
10	Validity of bid & bid security	Accepted
11	Bid Security (EMD) Details To be filled by bidder	……
12	Price in %age Quoted as per SOR.	Yes
13	Deviation	
14	Defect Liability Period	Accepted
15	GST @ ----------% (To be filled by bidder)	

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

F-10

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION

To,

IMC LIMITED

TENDER NO:

Dear Sir,

We hereby confirm that we are not on 'Holiday' by any Public Sector Company, Public - Private Joint Venture Company, Limited or Private Limited Company due to "Poor performance" or "corrupt & fraudulent practices" or banned by any Government department/Public Sector/Private Sector Company on due date of submission of bid.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

In case it comes to the notice of IMC that the bidder has given wrong declaration in this regard, the same shall be dealt as ‘fraudulent practices’ and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to IMC by us.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

F-11
LETTER OF UNDERTAKING

Ref no.: Date:

To,
M/s IMC Limited

Tender No.: …….

We have gone through the complete tender documents including all addendum(s)/corrigendum(s) issued and we are hereby submitting our TECHNO COMMERCIAL OFFER for providing "....." Project" of M/s IMC your BID requirements and its corrigendum for your consideration.

I/We also confirm that we will verify documents after opening of technical bid, if required, for verification of document uploaded on the mentioned E-mails in support of the BEC. all supporting required technical & financial documents on account of BEC have been submitted with certification from chartered engineers/notarized the same shall be submitted to IMC for their validation on demand after becoming L-1 bidder before issuance of LOI/ WO.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

F– 12
FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE
(To be provided on Bank's Letter Head)

To,

IMC Limited

Dear Sir,

This is to certify that M/s ..... (Name of the bidder with address) (Hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for IMC's RFQ/Tender no. _____ dated _____ for _____ (Name of the supply/work/services/consultancy) and as per the terms of the said RFQ/Tender they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly, M/s _____ (name of the Bank with address) confirms availability of line of credit to M/s _____ (name of the bidder) for at least an amount of Rs. _____.

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly
for ……
(Name & address of Bank)

(Authorized signatory)
Name of the signatory :
Designation :
Stamp

F-13

POWER OF ATTORNEY

(To be submitted on the letter-head of company)

Tender No.: _____

Tender Description: _____

Name of Bidder:_____

"The undersigned _____(Name of LEGAL PERSON*) is lawfully authorized to represent and act on behalf of the company M/s_____(Name of bidder) whose registered address is _____and does hereby appoint Mr./Ms_____ [name of authorized person/(s)] _____ (Designation) of M/s _____(Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid (both digitally and manually)and all subsequent communications, agreements, documents etc., in the name and on behalf of the company in connection with the tender no. _____ for_____(Name of work).

The Signature of the authorized person/(s) herein constitutes unconditional obligations of M/s _____(Name of bidder)

This Power of Attorney shall remain valid and in full force and effect before we withdrawal it in writing (by fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person/(s) herein shall not be invalid because of such withdrawal.

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON/(S)

(Name of person)

E-mail id: ……

Digital token no. used for uploading the bid: …….

(*) In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO / MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/Proprietor (for Proprietorship firm) in favour of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

SECTION – VI
SCHEDULE OF RATES (SOR)

As mentioned in Annexure B *

SECTION - VI
SCHEDULES OF RATES (SOR)
OF
HIRING OF MANPOWER SERVICE PROVIDER FOR OFFICE MANAGEMENT SERVICES AT LNG/L-CNG STATIONS & TULJAPUR HIGHWAY FOR A PERIOD OF TWO YEARS IN SOLAPUR GA

Name of Bidder:

ITEM	ITEM DESCRIPTION	QUANTITY	UOM	UNIT RATE (Excl GST) (INR)	AMOUNT (Excl GST) (INR)
1	2	3	4	5	6 = (5 X 3)
1.2	**Office.**				
1.2.1	Office Boy (Solapur office, Satellite Offices in Solapur and Delhi Office) (08 nos per month Office 1 - 01 no. General Shift Office 2 - 01 no. General Shift + 03 nos. on shifts)	192	Manmonth	19,254.00	36,96,768
	Supervision Charges	**192**	Manmonth	----------	----------
1.2.2	Housekeeper (02 nos per month Office1&2 - 01 no Guest house1 &2 -01 no)	48	Manmonth	14,863.00	7,13,424
	Supervision Charges	**48**	Manmonth	----------	----------
1.2.3	Car Drivers (01 driver per vehicle 04 existing cars)	96	Manmonth	19,254.00	18,48,384
	Supervision Charges	**96**	Manmonth	----------	----------
1.2.4	Cook (02 nos per month Guest house1 - 01 no Guest house2 -01 no)	48	Manmonth	19,254.00	9,24,192
	Supervision Charges	**48**	Manmonth	----------	----------
1.2.5	Office staff {02 nos per month Finance dept - 01 no (existing) Marketing -01nos (future)}	48	Manmonth	24,890.00	11,94,720

	Supervision Charges	48	Manmonth	----------	----------
1.3	**Logistic**				
1.3.1	HCV driver {22 nos per month (18 drivers for 18 HCVs + 04 relievers)}	528	Manmonth	19,254.00	1,01,66,112
	Supervision Charges		Manmonth	----------	----------
				Total Amount (Excluding GST)	
				GST @18%	**-**
				Grand Total (Including GST)	**-**
Notes:					

PLEASE DO NOT QUOTE PRICE HERE