



### **Speical Conditions of the Contract**

<b><u>S. No.</u></b>	<b><u>Term</u></b>		<b><u>Requirement</u></b>
1	Delivery Location	:	Praj Tower
2	Price Basis	:	Prices are As per Location & Agreement signed.
3	GST	:	GST @ 18% Inclusive
4	Delivery Schedule	:	As and when required
5	Payment Terms	:	30 Days
6	Offer Validity	:	Your Final prices shall be applicable for placement of Order for minimum 30 days from the date of Auction.
7	Any Other Term	:	As per Location & Agreement signed.
8	General Terms	:	As per Attached General Terms

**Enquiry Reference: ABFC\_2G\_Expedition\_Services DT 30.06.2020**

**Enquiry**

**For**

**Expediting services within India**

## Preamble

**Indian Oil Corporation Limited** (hereinafter called IOCL) is setting up a 100KLPD 2nd Generation Ethanol Plant at Panipat, Haryana in India. M/s IOCL has placed orders for Materials / Equipment / Packages on various Vendors across India.

**Praj Industries Limited** (hereafter called Praj) is the EPCM for the project and wants to ensure that the delivery of Engineering Deliverables / Materials / Equipment / Packages from the Vendors is made as per contracted delivery period to meet the project schedule.

For achieving this objective in timely and efficient manner, there is a need to appoint an expert in the field of expediting services who shall provide expediting services and work jointly with PRAJ in this project.

This Rate Contract document is signed between XXXXXXXXXXXX (hereinafter called the “**Service provider**”) and **Praj Industries Ltd** (hereinafter called “**Praj**”) for providing expediting services within India.

This Rate Contract has been prepared based on several communications between the “Service provider” and “Praj”. These communications form a part of this Rate Contract.

“Praj” and “Service provider” agree that this Rate Contract has been signed as a base document for the “Praj” to place service request on the “Service provider” to perform work as per instruction from Praj.

The “Praj” and “Service provider” agree that by incorporating reference of this Rate Contract, any service request issued by the “Praj” shall be deemed to have incorporated all the Terms & Conditions of this Rate Contract.

This rate contract shall apply to various location of India as per requirement provided by Praj Industries Ltd.

This **Rate Contract** consists of the following two sections & annexures: -

- Scope of work
- General Terms and Conditions

### **Annexures:-**

- Annexure I - Rate chart.
- Annexure II – Locations.

## SECTION 1 - SCOPE OF WORK

Service Provider shall depute expeditor at Vendors' premises (office/works) across various locations in India within 2 working days from receipt of service request from Praj to carry out the services requested therein, with prior intimation to Praj. Service Provider shall submit a report to Praj in the prescribed format within 24 hours of the visit at Vendor premises duly countersigned by the Vendor.

### INPUTS PROVIDED BY PRAJ TO SERVICE PROVIDER :-

- 1) Service request containing the vendor details where the Service Provider is to depute expeditor.
- 2) Copy of the intimation to Vendor about the visit of expeditor.
- 3) Unpriced PO/LOA copy.
- 4) Unpriced Billing Break-Up.
- 5) Major milestone dates and execution schedule of respective package will be provided by Praj.
- 6) Drawings / Documents / QAP / Progress Review Format / DCI / MCI and any other relevant information.
- 7) Dispatch Check list required for the consignment.
- 8) Format for submission of reports.

### RESPONSIBILITIES / DELIVERABLES OF SERVICE PROVIDER:-

Service Provider shall carry out the following activities:

- 1) Depute expeditor at vendor premises (office/works) within 2 (Two) working days of receipt of Service Request from Praj.
- 2) Detailed status review with vendor as per PO issued on the Vendor.
- 3) Highlighting the critical points and bottlenecks (if any) observed during Vendor visits to Vendor & Praj.
- 4) Preparing MOM of the visit with Vendor.
- 5) Sending photos and/or videos of material/equipment/operations.
- 6) Expediting the submission of mitigation plan by Vendor in consultation with Praj & tracking the same.
- 7) Expediting the deliverables as per project schedule based on the defined milestone activities & expedite actions where-ever necessary in consultation with Praj.
- 8) Review with Vendor the resource availability with respect to activities planned.
- 9) Expediting submission of Bar / Gantt chart / Detailed Procurement schedule / Progress reports by Vendor depicting Actual Vs Planned progress.
- 10) Expediting submission of QAP, Drawings / Documents & Material Inspection call from Vendor.
- 11) If required, visit Sub-vendor's premises for further expediting, as instructed by Praj.
- 12) Arranging telecom between Praj & Vendor for resolution of pending points.
- 13) Expediting dispatch of material from vendor works as per schedule.
- 14) Submit a report of visit to Praj in the prescribed format within 24 hours of visit to vendor premises (office/works).

### Service Provider to ensure the following:

- 1) To depute a person as a co-ordinator who will be the single point contact for Praj with respect to all expedition activities.
- 2) Service provider to ensure nominated personnel shall have requisite background in Quality / Expediting Services field with minimum experience of 5 years. Person visiting shall be conversant with terminology used in project management, procurement and manufacturing process. He must have an overall competency in technical & commercial matters.
- 3) The person deputed as expeditor at the Vendor premises shall be from an office of Service Provider which is nearest to the Vendor premises to save on travel time.
- 4) The expeditor deputed for a vendor will be performing the expediting services with that vendor till completion of the assigned task. There should be no change in the nominated expeditor till completion of assigned unless and until Praj asks to change.

- 5) Person visiting the premises of vendor on behalf of Praj shall follow the all rules & regulations applicable at vendor premises.
- 6) Praj does not give any authority to expeditor to give any decision regarding dispatch clearance or deviations reported at vendor place. It will be solely looked after by Praj & vendor, however expeditor has to highlight such deviation or points to Praj.
- 7) This contract does not give any authority to service provider for commercial dealings with the vendors.
- 8) Per hour charges for working beyond 10 hours shall be same as the derived rate per hour from the per diem rate quoted by the Service Provider.
- 9) Coordination and telephonic follow-ups with Vendors, wherever required.

## Section 2 – GENERAL TERMS AND CONDITIONS

The performance of any service request issued by the “Praj” shall be in accordance of Terms & Conditions of this Rate Contract as mentioned here-under.

### **Article 1. DEFINITIONS AND INTERPRETATIONS:**

As used in these General Terms and Conditions, the following terms shall have the meaning assigned to them as mentioned here under:

- i. "Order" shall mean the Rate Contract executed between the Parties inclusive of the theses General Terms and Conditions and the Special Terms and Conditions, and all of its attachments, Annexures, Appendixes, specifications and exhibits.
- ii. "Praj " shall mean Praj Industries Limited.
- iii. "Service Provider" shall mean the person, proprietor, partnership, Company, firm, corporation or other entity to whom/which the Order is issued.
- iv. "Work" shall mean as specifically stated in Scope of Work of this document.

The term Service Provider and Praj shall individually be referred to as “Party” and collectively as “Parties” as the case may be.

The Service Provider shall be deemed to have accepted the terms of the Order once Praj receives the acceptance from the Service Provider. In the event the Service Provider fails to issue its acceptance to the Order within 5 (Five) days from the date of the Order, it shall be deemed that the Service Provider has accepted all the terms and conditions of the Order and shall be bound by the same.

When the General Terms and Conditions apply to a specific contract, modifications of or deviations from them shall be agreed in writing.

### **Article 2. VALIDITY:**

**This Rate Contract** shall be valid for a period of 12 (Twelve) months which may be extended up to 18 (Eighteen) months.

Rate Contract date shall be considered as “Zero date”

### **Article 3. PRICE TAXES AND DUTIES:**

The Rate finalized as in Annexure-I/Price Schedule (in Bid forms) have been agreed between “Service provider” and “Praj” for providing expediting services.

The Rate finalized shall be firm and fixed during the duration of the rate contract. No escalation in Rate will be payable for any reasons whatsoever. The Rates is without GST. GST extra as indicated in Annexure-I/Price Schedule (in bid forms) shall be reimbursed against submission of tax invoice. No other taxes and duties shall be eligible for reimbursement.

Valid bills shall be submitted for payment release with backup mails, rate contract, reports issued and any necessary documents during the visits. In absence of required documents, payment will not be processed.

### **Article 4. INSURANCE:**

This shall be in “Service provider” scope. Service provider to ensure policy of person prior visiting the vendor works. For any loss or injury to person during visit “Praj” is not liable for any charges of same.

### **Article 5. DOCUMENT SUBMISSION FOR RELEASE OF PAYMENT:**

The following documents shall be submitted for processing payment towards services provided:

1. Tax Invoice
2. Visit report in the prescribed format countersigned by vendor.
3. Service request issued by Praj.
4. All supporting travel bills (wherever applicable).

**Article 6. TERMS OF PAYMENT:**

**Payment shall be made against submission Tax Invoice along with all supporting documents as stated above.**

100% payment shall be made within 30 **(thirty) days** from the date of submission of correct invoices along with all supporting documents.

**Article 7. DELAY IN SERVICES:**

In the event, "Service provider" unreasonably delays visit covered under any order resulting from this Rate Contract beyond the agreed service date, then "Praj" shall have the option of getting the job done from other sources at the risk and cost of "Service provider".

**Article 8. LIABILITY TOWARDS CONSEQUENTIAL LOSS:**

Except as otherwise specifically provided in the Work Order, neither PIL nor the Consultant shall be liable to the other for loss of production, loss of profit or other indirect or consequential loss or any damage which may be suffered by such other party in connection with this Order, whether arising out of any delay or breach or otherwise.

**Article 9. INTELLECTUAL PROPERTY RIGHTS/PATENTS:**

The "Service provider" shall be liable for ensuring that person visiting do not violate any patents or other intellectual property rights to third parties.

**Article 10. DEFAULT:**

The "Service provider" shall be deemed to be in default in the following cases:

- Consistent failure/delays in the services.
- Failure to meet the quality and conformity of the service to Praj's requirements
- Non fulfillment of the service whole or in part,
- Serious and/or prolonged failure to meet its obligations herein

**Article 11. TERMINATION**

PRAJ shall be entitled to terminate this Contract without assigning any reasons, at any time by giving 15 (Fifteen) days prior notice in writing to Service Provider. On termination, PRAJ shall make payment to Service Provider only for the work completed till the date of termination and certified by PRAJ.

In case of any breach of the terms and conditions of this contract by Service Provider, PRAJ shall forthwith terminate the contract with immediate effect and in such circumstances, PRAJ shall not be liable for making any payment to Service Provider.

**Article 12. WAIVER:**

No relaxation, forbearance, delay or failure of PRAJ to exercise any right or remedy available to it hereunder shall constitute a waiver of it or them and any of PRAJ's rights or remedies may be enforced separately or concurrently with any other right or remedy now or in the future accruing to PRAJ to the effect that such rights are cumulative and not exclusive of each other.

**Article 13. INDEMNITY:**

The Service Provider shall indemnify and hold harmless PRAJ from and against any and all losses, liabilities, damages, demands, claims, suits, actions, judgments or causes of action, assessments, costs and expenses, including without limitation interest, penalties, reasonable attorneys' fees, any and all expenses incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation (collectively, "Damages"), asserted against, resulting to, imposed upon, or incurred or suffered by PRAJ, directly or indirectly, as a result of or arising from (i) Service Provider's performance of Work Order and any inaccuracy in or breach or non-fulfillment of any of the representations, warranties or covenants made by the Service Provider in this Contract, (ii) non-fulfillment of any of the terms of this Contract (iii) any delay in completing its obligations in terms of this Contract.

**Article 14. FORCE MAJEURE:**

Neither Party shall be responsible for delay or default in the performance of its obligations due to contingencies

such as fire, flood, civil commotion, earthquake, war, strikes, and Government action / policies. If either Party is prevented by such force majeure from performing its obligations under the Contract, such Party shall promptly notify the other Party of that effect. In the event such force majeure has continued to exist for a period exceeding four weeks at a stretch either Party may mutually decide the future course of action to be taken. In case of termination due to force majeure final status shall be mutually settled giving due regards to completed responsibilities of both the Parties at the time of such premature termination.

**Article 15. SUB-CONTRACT:**

The Service Provider shall not be entitled to sub-contract its rights and obligations under this Contract to third parties unless prior approval of the PRAJ is obtained by the Service Provider.

**Article 16. LIABILITY TOWARDS CONSEQUENTIAL LOSS:**

Except as otherwise specifically provided in the Work Order, neither PRAJ nor the Service Provider shall be liable to the other for loss of production, loss of profit or other indirect or consequential loss or any damage which may be suffered by such other party in connection with this Order, whether arising out of any delay or breach or otherwise.

**Article 17. RELATIONSHIP:**

Nothing in this Contract shall create or be deemed to create a partnership or the relationship of principal and agent or employer and employee between the Parties herein.

**Article 18. ENTIRE CONTRACT:**

This Contract contains the entire Contract between the Parties with respect to the subject matter hereof, supersedes all previous Contracts and understandings between the Parties with respect thereto and may not be modified except by a document in writing signed by the duly authorized representatives of the Parties herein.

**Article 19. SEVERABILITY:**

If any provision of this Contract is held by any court or other competent authority to be null and void or unenforceable in whole or in part, this Contract shall continue to be valid as to the other provisions thereof and the remainder of the affected provision unless any provision so declared as null and void should be deemed so essential that the contract cannot stand without it.

**Article 20. NOTICES:**

Any notice or other information required or authorised by this Contract to be given by either Party to the other may be given by registered post or facsimile transmission provided a copy of the same is sent by registered post subsequently to the other Party at the address intimated by the Parties.

**Article 21. ASSIGNMENT:**

The Service Provider shall not be entitled to assign its rights and benefits under this Contract without the prior written consent of the PRAJ.

**Article 22. AMENDMENTS:**

This Contract may only be amended or modified by an instrument in writing of equal formality, signed by the duly authorised representatives of the respective Parties herein.

**Article 23. SUSPENSION:**

PRAJ shall, at its sole discretion, any time during the execution of this Contract, be entitled to suspend the execution of the Work Order whether partly or completely. In the event of suspension of the Work Order, the Parties shall after mutual discussions decide the further course of action.

**Article 24. GOVERNING LAW AND JURISDICTION:**

This Contract, shall be interpreted, construed and governed by the laws of India and the courts in Pune shall have exclusive jurisdiction.



**Article 25. Arbitration:**

In case of any difference in the interpretation of the terms and conditions of this Rate Contract or disputes arising in executing this Rate Contract, the same shall be resolved by arbitration as per arbitration procedures as per Indian Law. The venue for arbitration shall be Pune, India.

**Article 26. Code of conduct:-**

“Service provider” will follow the code of conduct signed with this agreement.

**Article 27. CONFIDENTIALITY:**

Service Provider shall keep in confidence any information obtained by them from PRAJ during their services to PRAJ, whether in writing or orally, and shall not divulge the same to any third person. Service Provider shall abide by the terms and conditions of the **Non-Disclosure Agreement (NDA) to be signed between the parties** while carrying out their obligations under this Agreement.

**Article 28. REPRESENTATIONS AND WARRANTIES:**

The Service Provider represents and warrants that:

- i. All deliverables specific to this project including any working, notes prepared while working shall be the property of PRAJ and should not be reproduced by Service Provider without written consent from PRAJ.
- ii. Service Provider will take total responsibility for all errors and omissions and will rectify all such instances at no additional cost to PRAJ.
- iii. Work shall be performed in accordance with the terms of the Work Order.
- iv. Work shall be fit for the purposes as intended by PRAJ.
- v. Service Provider shall perform Work with best engineering practices followed internationally for nature of Work similar to those being performed hereunder.
- vi. Service Provider shall not use any Intellectual Property of others for generation of any deliverables.
- vii. Service Provider shall not make any publicity releases or announcements concerning the subject matter or existence of this Order without prior written consent from PRAJ.
- viii. Service Provider shall ensure that their services shall at all times comply with all applicable laws including payment of taxes and duties.

For **M/s. Praj Industries Ltd.**  
Authorized signatory

For **M/s. xxxxxxxxxxxxxx**  
Authorized signatory

<b>Annexure- I</b>
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The following prices have been agreed between the “Service provider” & “Praj”

**Price Basis** : As per Location & Agreement signed.

- Prices as finalized in “Price Schedule” of Bid Forms.
- The price is without GST.
- GST extra as applicable shall be reimbursed against submission of tax invoice. No other taxes and duties shall be eligible for reimbursement.
- TDS as applicable will be deducted from the payment made to the vendor.

Prices mentioned in this document shall remain firm till completion of work. No escalation in price will be payable for any reasons whatsoever.

**Payment Terms :**

All payments / reimbursements shall be made within 30 (Thirty) days of the submission of invoices along with all relevant back up documents.

**\*\* Travel by Air/2nd AC train will be with prior approval from Praj Only.**

**\*\*\* List of vendors & location given are preliminary. Praj reserves the right to change the Vendor list & location within India as per requirement.**

<b>Annexure- II - Locations</b>
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1. Pune and Suburbs
2. Mumbai, Navi Mumbai, Taloja, Palghar, Vasai, Kalyan.
3. Delhi and NCR
4. Chennai
5. Bangalore
6. Kolkata
7. Ahmedabad
8. Vadodara
9. Nagpur
10. Raipur
11. Kolhapur
12. Hubli
13. Aurangabad
14. Mohali and Chandigarh
15. Rajkot
16. Haryana
17. Punjab
18. Kerala
19. Tamil Nadu
20. Andhra Pradesh
21. Telangana
22. Any other location.