



आईआरईएल (इंडिया) लिमिटेड

IREL (India) Limited

(पूर्वमेंडियनरेअरअर्थ्सलिमिटेड Formerly Indian Rare Earths Ltd.)

रेअरअर्थ्सप्रभाग Rare Earths Division,

उद्योगमंडल Udyogamandal, कोची Kochi-683501

CIN: U15100MH1950GOI008187

ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 COMPANY

GST ID No. 32AAACI2799F2ZM



SCHEDULE OF TENDER

Tender No.	IREL/Udyogamandal/25-26/37787
CPP Tender No.	2026_IREL_262759_2
Date of publishing of Tender document in IREL and CPP portal	07-02-2026 Interested agencies may view and download the Tender document containing the detailed terms & conditions, free of cost from the website https://www.etenders.gov.in/e procure/app and https://www.irel.co.in . The bids are to be submitted as per procedure given in this Tender document.
Name of Work	Providing Concreting in Strom water drain b/w SBI ATM to Guest House
Type of Tender	Open Tender, Single Stage Two Bid System Two cover System
Tendering Mode: CPP Portal	Public tender (Two cover System) <input type="checkbox"/> Pre-Qualification & Technical Bid <input type="checkbox"/> Financial Bid
Estimated Cost	Rs.5,39,732 /- (inclusive of all)
Date & time of Starting of bid	07-02-2026, 12:00 Hrs
Bid Submission start date	07-02-2026,12:00 Hrs
Date of closing of bid for submission of Bids	17-02-2026, 10:30Hrs
Date & time of opening of Cover 1	18-02-2026,11:00Hrs
Date & time of opening of Financial Bid	Shall be informed separately to the eligible bidders
Declaration of Successful Bidder	To be decided
Issuance of Letter of Intent (LoI)/Work order	To be decided
Validity of tender	90 days from bid due date
SD/PBG	5% of the contract value excluding GST.
Contact details of tender inviting authority	HOD (Purchase) IREL (India) Limited, R E Division, Udyogamandal - 683 501, KERALA E-mail: purchase-red@irel.co.in Ph. No. 0484-2545199

DISCLAIMER

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

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

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

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

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

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

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GENERAL INSTRUCTIONS TO BIDDERS

I. GENERAL

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

II. PREPARATION AND SUBMISSION OF BIDS

- 1) The tender bids duly filled in all aspects and uploaded at GEM Portal on or before the scheduled time and date as mentioned in the tender enquiry will be considered for evaluation.
- 2) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 3) The Bids shall be prepared in two parts viz. PQ cum Technical Bid (Part-I) and Price Bid (Part-II). The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4) Technical Bid will be opened at the first instance and evaluated by IREL's concerned authority. In the second stage, financial bids of only the technically eligible offers will be opened for further evaluation and ranking before awarding the contract.

PQ cum Techno-commercial bid (Part -I)

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

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

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

- 5) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

III. METHOD OF SELECTION:

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

Note: To assist in the examination of documents submitted by the bidder in support of eligibility criteria (PQ), IREL may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification

and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

IV. SPECIAL TERMS AND CONDITIONS

1.0 SITE VISIT:

Prior to quoting rates, the bidders are advised to visit the site on any working days at our specified visiting hours with the permission of Engineer concerned /Purchase Dept. The bidders are also advised to study the labour supply/availability, trade union practices and labour rates prevailing at Udyogamandal.

2.0 EFFECT AND VALIDITY OF BID:

- (i) The submission of any bid connected with these documents and specifications shall constitute an agreement that the bidder shall have no cause of action or claim against IREL for rejection of his bid.
- (ii) The bid shall be valid for a period of 90 days from bid due date.

3.0 RIGHT TO REJECT THE TENDER:

- 3.1 IREL reserves the right to reject any tenders whatsoever without assigning any reason thereof.
- 3.2 IREL reserves the right to modify/ add/ reduce the scope, either in whole or in part any of the clauses mentioned herein without assigning any reason thereof.
- 3.3 Further IREL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to;
 - a. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. Consult with any Bidder in order to receive clarification or further information;
 - c. Pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - d. Retain any information and/ or evidence submitted to IREL by, on behalf of, and/ or in relation to any Bidder; and/ or
 - e. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

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

4.0 PRICES:

Tenders offering firm prices are only acceptable to us. Firm Price shall be quoted as per the price schedule for delivery at designated works. GST as applicable is to be considered as per the Price Schedule of the tender document.

5.0 TENDER RATES:

- a) The rates quoted in the price schedule shall be in Indian rupees only. The quoted rates shall be firm throughout the period of Contract including extension of time, if any.
- b) If the bidder submits abnormally low bid in combination with other elements of the bid which raises material concern as to the capability of the bidder to perform the contract at the offered price, the bidder shall be asked to provide detailed price analysis of the bid in relation to the scope, schedule allocation of risk and responsibilities and any other requirements of the bid documents. If the bidder fails to demonstrate its capability to deliver the contract at the offered price the price bid shall be considered un-responsive.
- c. Vendor should be responsible for clearing the waste materials generated during installation work.
- d. The Bidder must quote all the products as per the Tender. Partial Bids will be rejected.
- e. Organization is the final authority to judge the tender called items and has every power - to accept or reject the same without assigning any reasons

6.0 This being a work contract relaxation/ benefits covered under MSE orders 2012 is not available for MSEs/ Start-ups and subsequence orders.

7.0 RXIL (TReDS) PLATFORM

IREL is registered with RXIL (TReDS) platform. MSE bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per the GOI guidelines.

IREL (India) Limited is onboard with TReDS platform of M/s RXIL for facilitating Bill Discounting for MSME's.

As per DPE/7(4)/2007-Fin dt 21/08/2020, it is mandatory to get all the MSME vendors registered on the platform.

Vendors can get themselves registered at: <https://onboarding.rxil.in/customerapp/home>.

The registration fees of MSMEs on TReDS Platform is Free of Cost as per the new guidelines provided by SIDBI.

For any registration queries, vendors may please contact,

RXIL Relationship manager Mr. Satyajeet Jathar: +91 99201 00784 / +91 9004100784 *email:* satyajeet.jathar@rxil.in

RXIL Relationship manager Mr Kirti musale : +91 90048 17501 *email:* kirti.musale@rxil.in

DTX - KreDX Platform Private Limited (the 5th TReDX Platform) - Registration Number- COL75X754M2W

Prathamesh Varose: +91 -8600273564 *email:* prathamesh.varose@kredx.com

Jason Chongtham: +91 -9600063327 *email:* jason@kredx.com

M1xchange

a. Registration Number -BUYER00047728

b. Contact Person: Mr. Ankit K. Singh, 9800250394, *email:* ankit.singh@m1xchnage.com

Invoicemart

a. Entity ID/Registration Number- 1000036436

b. Contact Person: Mr. Amith Dutta, 8600179668, email: Amit1.Dutta@invoicemart.com

C2treds (C2FO)

a. Registration Number: B0320250094

b. Contact Person: Ms. Monalisa, 9220407665, email: monalisa.das@c2treds.com

IREL (India) Limited Unit Administrator Mr. V A Anil Kumar : +91 9443482644 email : purchase-red@irel.co.in

IREL (India) Limited Nodal Officer Mr.

K.V.Ramakrishna: +918104997177 email: kramakrishna@irel.co.in

8.0 RESTRICTION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA (AS PER GOI GUIDELINES AMENDED FROM TIME TO TIME)

The bidder to provide needful certificate attached.

9.0 IREL reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. IREL also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at contracted rates. Bidders are bound to accept the orders accordingly.

10.0 SECURITY DEPOSIT (PERFORMANCE SECURITY) OR PERFORMANCE BANK GUARANTEE:

10.1 Security deposit (SD) shall be uniformly levied @ 5% of contract value (excluding Taxes) towards satisfactory completion of the order/works as under:

a) For works contract valued more than Rs.2 lakhs. b) For supply & service contract valued more than Rs.5 lakhs.

Performance Security is to be furnished by a specified date (generally 14 (fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier/ contractor, including warranty obligations/ defect liability period (DLP).

In exceptional cases waiver of SD shall be approved by Competent Authority after recording the reasons for such waiver.

10.2 Submission of SD/PBG, if called for in the tender can also be paid through Insurance Surety Bonds" or „account payee demand draft" or „fixed deposit receipt from a Scheduled Commercial bank" or "Bank Guarantee issued/ confirmed from any Scheduled Commercial Banks in India" or online payment to be confirmed sharing Unique Transaction Reference (UTR) to the tender inviting authority as called for in tender. In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) – an international convention regulating international securities. In case of JV, the BG towards performance security shall be provided by all the partners in proportion to their participation in the project. Bank Guarantees towards Bid Security/ Security Deposit/ PBG issued by Nationalized Banks/ Scheduled Commercial Banks (other than Cooperative Banks) only acceptable.

10.3 In exceptional cases of work contracts, the approving authority may consider Recovering balance SD (in addition to EMD if it is given not in BG form) amount from 1st running bill of the contractor which shall be specifically mentioned in the tender document itself.

10.4 EMD/ Bid Security may be adjusted towards SD. However, if EMD is submitted in the form of Bank Guarantee, fresh Bank Guarantee in the prescribed formator demand draft/ bankers cheque is to be submitted towards SD.

- 10.5 BG format for security deposit is attached in Annexure-XIV.
- 10.6 The SD shall not bear any interest and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order.

Additional amount of SD due to enhancement in scope of work is also to be obtained.

11.0 RETENTION MONEY

- 11.1 Where in a contract, payment is made on progressive billing of work executed, 5% of the bill value shall be retained at the time of making payment towards rectification/defective work made as retention money.
- 11.2 The total SD and retention money together towards performance guarantee shall not exceed 10% of the contract value.

12.0 REFUND OF SD AND RETENTION MONEY

- 12.1 Before releasing SD or retention money in respect of supplies/works, a "No Due Certificate" shall be issued by EIC/OIC duly countersigned by head of the department after ensuring that no amounts are recoverable from the supplier/contractor.
- 12.2 EIC/OIC shall recommend release of SD and retention money after compliance by the contractor towards guarantee/warranty/performance guarantee & other related clauses as stipulated in the purchase/work order and on submission of formal claim by contractor.
- 12.3 On receipt of "no dues certificate" from EIC/OIC, SD or retention money retained in the form of B.G and / or any form shall be refunded at the earliest, if the contractor is not liable to pay any money to IREL (India) Limited under any other contract.

13.0 FORFEITURE OF SD & RETENTION MONEY

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

In case of any failure whatsoever on the part of the contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.

If the contractor indulges at any time in any subletting/sub-contracting of any portion of the work without approval of IREL (India) Limited.

15.0 REQUIRED DOCUMENTS TO BE SUBMITTED ALONGWITH TECHNO-COMMERCIAL BID.

Sl. No.	Description	Up-loaded Yes/No
1	DOCUMENTS AS PER PRE-QUALIFICATION CRITERIA (Annexure - I).	
2	DULY FILLED, SIGNED AND SEAL AFFIXED IREL TENDER DOCUMENTS (Annexure - II to XI).	
3	COPY OF GST & PAN CERTIFICATES.	
4	ANY OTHER DOCUMENTS AS PER TENDER CONDITIONS.	

16.0 CONTACT PERSON OF TENDERING AUTHORITY IREL (INDIA) LIMITED, R E DIVISION, UDYOGAMANDAL, KERALA.

Purpose	Name	E-mail ID	Contact No.
For Technical Specification / Scope of work related query	K Sankaralingam Sr.Manager-Technical (Civil)	civil-red@irel.co.in	91 9847051201
For Bid/tender related query	Shri. V A Anil Kumar DGM-Technical (Purchase)	Purchase-red@irel.co.in	9443482644
	Shri. P Mohan Deputy Officer (Purchase)		0484-2545199
For Consignment / Goods Transportation related query	Shri. Sanjay kumar Vind SM-Technical (Stores)	stores-red@irel.co.in	91 8301997625
For Payment/refund related query	Shri. Gautam Samui, DGM-Finance	finance-red@irel.co.in	0484-2546909S

PRE-QUALIFICATION CRITERIA (POC)

Tenderer should meet the following minimum pre-qualification criteria:

1.0 TECHNICAL COMPETENCE

Bidder Should be experienced in having successfully executed similar works as detailed below in CPSUs / Central Govt. Dept./ State Govt./ Semi- Govt./ Autonomous bodies or private organizations during last seven (7) years ending December 2025 and meeting the value requirement as below.

- (i) Execution of at least one order for “similar work for a value of not less than Rs. 4.32 Lakhs ”
OR
- (ii) Execution of two orders for “similar works for a value each not less than of Rs. 2.70 Lakhs ”
OR
- (iii) Execution of three orders for “similar works for a value each not less than of Rs. 2.16 Lakhs ”

Definition of similar work(s): any civil repair/maintenance/renovation/modification works or construction of plant buildings/ residential quarters/ public buildings / civil Infrastructure works etc.

Intending bidders have to furnish documentary evidence in support of the qualification criteria from concerned authority/ department/organization for similar work executed like Copy of proof of execution of work / Completion certificate / Performance Certificate / copy of tax invoice along with copy of work order(s) satisfying above PQ.

2.0 FINANCIAL SOUNDNESS:

Average annual financial turn over during last three years ending March 2024/2025 shall not be less than Rs. 1.62 Lakhs. Financial Statements of latest IT Returns / Annual report containing balance sheet & statement of profit & loss account for the above periods is to be submitted. In case of Public/ Private Limited companies, Published annual accounts will be accepted.

3.0 CONCURRENT COMMITMENT

In order to assess Bidder’s capability and spare capacity to perform the assignment of execution of works, bidders should submit all works being executed by them as per the format given below:

Sr no	Full postal address of client and name of officer incharge	Description of the work	Value of contract	Date of commencement of work	Scheduled completion period	% completion as on date	Remarks
1							
2							

4.0 CRITERIA FOR DISQUALIFICATION

The annualized concurrent commitments of the bidder plus annualized estimated value of the work under consideration exceeds 4 times the average annual turnover of the preceding 3 years

SPECIAL CONDITIONS OF CONTRACT (SCOC)

1.0 SCOPE OF WORK

The scope of the work includes the following,

- 1.1. Site clearing, levelling, and removal of all vegetation, shrubs, grass, roots, undergrowth, and concrete waste, including removal of soil inside the drain, as well as stripping the drain-side topsoil to a uniform depth. The drain- side soil shall be compacted using a vibratory roller with water spraying to harden the top surface, as directed by the Engineer-in-Charge (EIC). All vegetation, roots, soil etc. shall be disposed of within 900 m inside the factory or guest house premises.
- 1.2. Providing & laying PCC (1:3:6) using 20mm nominal size granite broken stone, machine mixed and properly consolidated with rammers including cost, conveyance of all materials, labour, shuttering work at ends, curing etc., complete as directed by Engineer in-Charge.
- 1.3. Providing and laying RCC M-25 grade concrete for drainage walls, slabs, cover slabs, etc., using 20 mm downgraded broken stone aggregates, machine-mixed or ready-mix concrete, mechanically vibrated and properly consolidated, and cured for 7 days by making bunds. The work shall include the use of approved quality materials, as well as the cost of materials, conveyance, lead, lift, labour, tools, and all incidental charges. Concreting shall be carried out without affecting vehicular traffic movement.
- 1.4 Supply and fixing of high-yield strength deformed (HYSD) Fe 500 bars conforming to IS 1786, including cutting to the required size, bending, placing in position, and binding with 18/20 gauge black or GI tying wire. All reinforcement shall be inspected before assembly at the work site, and any defective, brittle, excessively rusted, or burnt bars shall be removed. Cracked ends of bars shall be cut off. The Contractor shall ensure the required spacing and correct concrete cover to the reinforcement. Cover blocks of the required shape and size, MS chairs, and spacer bars shall be used to ensure accurate positioning of the reinforcement.
- 1.5 Providing form work / side shuttering using suitable thickness shuttering plywood with wooden runners or MS shutters, strong enough to withstand the loads and forces caused by ramming and vibrations of concrete and other incidental loads, imposed upon it during and after casting of concrete.
- 1.6 Barricade of working site shall be done using caution tape/safety cones, sign boards, guidance to prevent accidents of public vehicle movements.

2.0 SCOPE OF SUPPLY OF MATERIALS

- 2.1 IREL will provide the following materials / utilities free of cost
 - a) Electricity & Water (at existing point only)
- 2.2 If Electricity and water is included in the list of utilities under free supply by IREL, it will be made available at a single point from where the contractor shall make their own arrangements for using the same, following the safety regulations practiced in IREL.
- 2.3 All other materials, working implements, safety gadgets, labour including consumables etc., required, are in the Contractor's scope of supply.

3.0 **LIST OF MATERIALS OF APPROVED BRAND AND / OR MANUFACTURERS**

1	Ready Mix Concrete	Ultra Tech/ ACC/ RMC Ready Mix India Pvt Ltd/ Neptune or Equivalent having in-house testing lab facility
2	Reinforcement (HYSD) bar	SAIL/ VIZAG/ TATA/JSW/ ESSAR
3	Cement	ACC, Malabar, Ultra Tech, Ambuja, Birla, Chettinadu, Ramco, Coromondal, Zuari, Dalmia& India Cements (Not applicable for ready-mix concrete).

4.0 **DURATION OF CONTRACT**

- 4.1 The work shall be commenced within 7 days of receipt of work order.
- 4.2 This CONTRACT shall remain valid for a period of 1 month from the date of receipt of work order. However, IREL (India) limited reserves the right to terminate the contract at any time before the expiry of the normal tenure in case service is found to be deficient/ unsatisfactory.
- 4.3 Seven days' time from the date of dispatch/posting of work order/letter by IREL will be considered for the receipt of work order unless proven otherwise by the contractor.
- 4.4 Permitted work timings inside factory premises is from 08:00 hrs to 16:00 hrs. Any request for extension of time will be entertained only in case of exigencies under the sole discretion of E-I-C.
- 4.5 Hindrance register & Daily log register showing description of work, number of labours engaged, location of work on each day from date of commencement shall be maintained by the successful bidder. In addition, any delay on the part of IREL in handing over the site or stoppage of work-in-progress for its production/maintenance requirements or site constraints due to heavy rainfall or floods which affecting the progress of work or any unsafe condition to carry out the work etc., shall be recorded in hindrance register by contractor on each day. The time of completion will be extended with number of working days affected due to valid / genuine reasons observed in Hindrance register after certified by EIC. However, it is the responsibility of the contractor to bring the above hindrances to the attention/notice of the EIC and jointly record in the register within 2 days time of hindrance occurred otherwise the same will not be considered for any extension of time.

5.0 **PAYMENT**

- 5.1 95% of the actual executed contract value (final bill amount) less statutory deductions applicable and part payments, retention money shall be released on completion of the entire work in all respects within 30 days on due certification of Bill by our Engineer-in-Charge.
- 5.2 You shall submit to IREL account bill (also known as 'Running account Bill') showing the quantity of work executed till the date of raising the bill accompanied by detailed and abstract measurements.
- 5.3 Part payment will be made based on the following conditions,

Payment will be released on the basis of actual measurements of work done; such part payment will be 95% of the amount payable to the contractor along with 100% of taxes & duties on certification of Engineer-in-charge.

- 5.4 You shall have to submit the Final bill immediately after completion of work but not later than a maximum period of 40 (forty) days after successful execution of work along with all relevant documents such as certified measurements, material reconciliation statement, statement of materials and scrap returned to stores, labour payment, PF clearance etc. If you fail to submit the final bill within the stipulated period then your claim for payment may not be considered.
- 5.5 The final bill shall be checked by Engineer-In-Charge within 20 days after its receipt and returned to you for corrections, if any are needed. You have to resubmit the bill with corrections within 20 days of its return by Engineer-In-Charge. The resubmitted bill shall be checked and paid within 30 days of its receipt.
- 5.6 TDS will be deducted by IREL (India) Limited from the bills of the contractor as per IT Act'1961 & GST act and rules.
- 5.7 No Mobilization advance or Secured advance will be paid for the work.
- 5.8 No other advance unless and otherwise stated elsewhere in the documents such as General Conditions of Contract, Special Conditions of Contract, etc. shall be payable.
- 5.9 The contractor is responsible and liable to remit all statutory dues, collected/included in the Price Schedule of the contract, to the Statutory Authorities without fail. IREL is not responsible for remittance of such tax collections.
- 5.10 Balance 5% retained from each running account bill plus security deposit if any will be returned after the warranty period or against submission of bank guarantee for the said amount & period.

6.0 GUARANTEE

- 6.1 The entire work done by the contractor must be guaranteed against poor quality of materials supplied & workmanship for a minimum period of Twelve months from the date of completion.

7.0 SAFETY, SUPERVISION & HOUSE KEEPING

- 7.1 The contractor is fully responsible for carrying out the work in safe manner. Successful contractor has to carry out the work with utmost care and as per the rules laid down by IRE safety department. Safety permit for working at heights and hazardous areas must be obtained on daily basis prior to starting of the work. Every effort must be taken to see that, as far as possible the normal production work should not get affected due to the work.
- 7.2 Contractor has to ensure that qualified supervisor is provided at the site for ensuring the progress of the work and availability of all safety appliances to the workmen.
- 7.3 Safety belt, face mask/respirator shall be used by the personnel while working inside the plants. The safety belt shall be suitably anchored to the structural members inside/lifeline provided using wire rope.

- 7.4 The work must be carried out under close supervision and without causing any damage / hindrance to the existing structure or equipments and other activities in the surrounding areas.
- 7.5 The work spot shall be cleared of the waste materials / debris on daily basis. On completion of the work, all working implements, scaffoldings, excess materials if any etc., must be removed from site.
- 7.6 Special Work Permit shall be obtained for working at heights and other hazardous areas as specified by Safety department prior to commencement of work on each day.
- 7.7 The contractor must provide Personal Protective Equipments like safety shoes, helmet, gloves, goggles etc., for their workmen suitable for the working environment and also as per the advice of Safety-in-charge / Engineer-in-charge
- 7.8 The scaffolding used for height work shall be of Mild Steel tubular type with base plate, necessary bracings and working platform must be provided using MS Shuttering sheet/ wooden planks with hand rails. Materials used must be of good quality and strength.
- 7.9 Safety net shall be provided by the contractor for the repair works of roof structural and such repair works at height. If the same is not provided by the contractor, safety net can be used from IREL for which an amount of Rs. 1000/- will be deducted from the bill as a penalty for not following safety requirements for each day of issue of safety net by IREL.
- 7.10 For work at height (at a height more than 3 mtrs), the contractor shall provide rope Access systems and Personal Protective Equipment for protection against fall as per ISO-22846-1:2003 and 22846-2:2012. No extra cost shall be paid for this special safety arrangement
- 7.11 The contractor shall engage supervisory person at site having degree (B Tech /BE in Civil Engineering)OR Diploma in Civil Engineering with minimum 1 year post qualification experience in civil construction or maintenance works. Non compliance of the same shall attract a penalty of Rs.1000/- per day from the date of commencement of work.

8.0 ENGINEER-IN-CHARGE

Shri. K. Sankaralingam, Sr. Manager (Technical) - Civil will be the Engineer-in-charge for the work.

9.0 VARIATION IN QUANTITIES

Quantities stated under each item in the Specification or Bill of Quantities/Price Schedule is approximate only. The contractor must be willing to accept any variation in quantities and the unit rate quoted shall remain unchanged. The company reserves the right to cancel any part of the work if the same is not required to fulfill the objectives of the specific work contract.

10.0 SITE INSPECTION

- 10.1 The bidders are advised to inspect the site before submitting their quotation.
- 10.2 The bidders may check the existing site conditions, location of work & assess of structural components, site constraints, adjacent plants/structure, and possibility of making working platform for site work and the space available for carrying out the work.

- 10.3 Interested bidders can inspect the site on any working days at our specified visiting hours with the permission of Engineer concerned of Civil Section/Purchase Dept.
- 10.4 The bidders are also advised to study the labour supply / availability, trade union practices and labour rates prevailing in and around the Udyogamandal industrial belt.

11.0 PENALTY FOR NON-COMPLIANCE

In order to ensure 100% compliance of safety related regulations and procedures and non-use of PPE, penalty will be imposed on the contractor for not adhering to safety rules & regulations. The contractor must endeavour to avoid penalty by encouraging, motivating and making their employees aware about all the Safety regulations.

Sl. No.	Safety violation	Penalty
1	Non-use of PPE like Helmet/Safety shoes etc.	Rs. 250/-per day/item/person
2	Hot work without proper permit/clearance	Rs. 1000/- per occasion
3	Non-use of ELCB, use of non-standard socket, poor cable joint, laying wire/ cables on roads, electrical job by incompetent person, use of more than 24V power in confined space	Rs. 500/- per item/day
4	Working at height without safety belt, using non-standard scaffolding and not arranging fall protection arrangement	Rs. 500/- per case/day
5	Handling of compressed gas cylinders without trolley, jubilee clips, double gauge regulator & improper storage & handling	Rs. 200/- per item/day
6	Non deployment of safety supervisor/supervisor responsible for safety at work site	Rs. 1000/- per day

BILL OF QUANTITIES (BOQ)

Sl. No.	Description of work	Quantity	Unit
1	<p>Site clearing, levelling, and removal of all vegetation, shrubs, grass, roots, earth work, removal of excess earth, compacting and shifting of concrete waste, including removal of soil, waste, debris inside the drain, as well as stripping the drain-side topsoil to a uniform depth. The drain- side soil shall be compacted using a vibratory roller with water spraying to harden the top surface, as directed by the Engineer-in-Charge (EIC). All vegetation, roots, soil, and demolition waste shall be disposed of within 900 m within the factory premises.</p> <p><i>The rate shall include the hire of all tools and machinery like JCB, hand operated vibratory roller/compactor required for the work, tippers, labour charges and all other incidental costs etc.,complete for carrying out the entire work.</i></p>	100	m ²
2	<p>Providing and laying in position plain cement concrete mix 1:3:6 (1 cement, 3 coarse sand and 6 graded broken stone aggregate 20mm nominal size) after ramming of existing earth, well compacted, side shuttering, finishing smooth to a fair face at all levels, curing etc., complete.</p> <p><i>The rate shall include cost of all materials including cement, labour charges, mixing, laying, cleaning, lead & lift of all materials, cost of tools etc., to carry out the complete work.</i></p>	6	m ³
3	<p>Providing & laying of Reinforced Cement Concrete RCC (M-25 Grade as per IS 456) for beams & cover slab with a minimum cement content of 360 kg/m³ of concrete by using 20-10 mm downgraded stones, machine mixed or hand mixed consolidated, curing, including usage of quality material as approved, cost, conveyance, lead, lift of all materials, labour etc., but excluding cost of formwork and reinforcement work which will be paid separately under relevant item. Wherever possible Ready Mix Concrete may be carried out at required places as directed by Engineer-in- charge with prior approval.</p> <p><i>The rate shall include labour charges, cost of all materials including cement, M-sand work etc. for carrying out the complete work.</i></p>	20	m ³
4	<p>Supply & Laying reinforcement High yield strength deformed (HYSD) bars Fe 500 grade, cutting to required size, bending & placing in position, binding with 18/20 gauge black annealed/GI tying wire, including lead, lift of reinforcement to site, laying as directed by Engineer-incharge (Weight of steel bar shall be taken as per relevant IS standard).</p> <p><i>The rates shall include labour charges, cost of reinforcement, & binding wire, tools, etc.,for carrying out the complete work.</i></p>	1.5	t

5	<p>Providing form work for all RCC works (Reinforced cement concrete) such as beams and cover slab, usage of suitable thickness shuttering plywood with sufficient wooden runners or MS shutters, supports shall be enough strength to withstand the load during pouring of concrete and de-shuttering after casting of concrete.</p> <p><i>The rate shall include labour charges, cost of all shuttering materials, labour charges etc.for carrying out the complete work.</i></p>	38	m ²
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DETAILS TO BE FURNISHED ALONG WITH THE OFFER

Sl. No.	Description of work	GST in %	HSN code
1	<p>Site clearing, levelling, and removal of all vegetation, shrubs, grass, roots, earth work, removal of excess earth, compacting and shifting of concrete waste, including removal of soil, waste, debris inside the drain, as well as stripping the drain-side topsoil to a uniform depth. The drain- side soil shall be compacted using a vibratory roller with water spraying to harden the top surface, as directed by the Engineer-in-Charge (EIC). All vegetation, roots, soil, and demolition waste shall be disposed of within 900 m within the factory premises.</p> <p><i>The rate shall include the hire of all tools and machinery like JCB, hand operated vibratory roller/compactor required for the work, tippers, labour charges and all other incidental costs etc.,complete for carrying out the entire work.</i></p>		
2	<p>Providing and laying in position plain cement concrete mix 1:3:6 (1 cement, 3 coarse sand and 6 graded broken stone aggregate 20mm nominal size) after ramming of existing earth, well compacted, side shuttering, finishing smooth to a fair face at all levels, curing etc., complete.</p> <p><i>The rate shall include cost of all materials including cement, labour charges, mixing, laying, cleaning, lead & lift of all materials, cost of tools etc., to carry out the complete work.</i></p>		
3	<p>Providing & laying of Reinforced Cement Concrete RCC (M-25 Grade as per IS 456) for beams & cover slab with a minimum cement content of 360 kg/ m³ of concrete by using 20-10 mm downgraded stones, machine mixed or hand mixed consolidated, curing, including usage of quality material as approved, cost, conveyance, lead, lift of all materials, labour etc., but excluding cost of formwork and reinforcement work which will be paid separately under relevant item. Wherever possible Ready Mix Concrete may be carried out at required places as directed by Engineer-in- charge with prior approval.</p> <p><i>The rate shall include labour charges, cost of all materials including cement, M-sand work etc. for carrying out the complete work.</i></p>		

4	<p>Supply & Laying reinforcement High yield strength deformed (HYSD) bars Fe 500 grade, cutting to required size, bending & placing in position, binding with 18/20 gauge black annealed/GI tying wire, including lead, lift of reinforcement to site, laying as directed by Engineer-incharge (Weight of steel bar shall be taken as per relevant IS standard).</p> <p><i>The rates shall include labour charges, cost of reinforcement, & binding wire, tools, etc., for carrying out the complete work.</i></p>		
5	<p>Providing form work for all RCC works (Reinforced cement concrete) such as beams and cover slab, usage of suitable thickness shuttering plywood with sufficient wooden runners or MS shutters, supports shall be enough strength to withstand the load during pouring of concrete and de-shuttering after casting of concrete.</p> <p><i>The rate shall include labour charges, cost of all shuttering materials, labour charges etc.for carrying out the complete work.</i></p>		

TECHNICAL DEVIATION STATEMENT FORM

Tender No. / Date:

Name of Work:

The bidder has to quote as per technical specification and requirement of the bid. No deviation is expected. However, in case of any deviation, the same has to be recorded clearly in the technical deviation statement form.

The following are the particulars of deviations from the requirements of the Tender specifications.

CLAUSE	DEVIATION (Including Justification)	REMARKS

Signature & Seal of the Tenderer

Dated:

Note:

- a. where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No deviations'. If not endorsed, it will be considered as 'No deviation'.
- b. The technical specifications furnished in the Tender document shall prevail over those of any other document forming a part of our Tender, except only to the extent of deviations furnished in the statement.

“ETHICS IN TENDERING & OTHER BUSINESS DEALINGS”

Dear Sir,

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

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

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

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

Thanking you,

For IREL (India) Limited

Sd/-

Name V A Anil Kumar

Designation DGM- (Technical (Purchase))

UNDERTAKING TO BE SUBMITTED BY BIDDERS FOR ADOPTING ETHICAL PRACTICES

Date:

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

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

I / We agree and undertake:

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

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

Signature.....

Name.....

Title.....

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

DECLARATION - NON-BLACKLISTING

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

To,

DGM -Technical (Purchase)
IREL (India) Limited
R E Division, Udyogamandal - 683 501
KERALA

Sir,

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

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

Thanking you,

Yours faithfully,

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

Date:

Place:

Annexure to Bid Form: Eligibility Declarations

Tender Document No.

Tender Title:

Bidder's Name:

Bidder's Reference No.

Date:

Restrictions on procurement from Bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General financial Rules 2017.

"I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: and solemnly certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any future changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

(Signature of the Bidder, with Official Seal)

CONTRACTOR ENROLMENT/ REGISTRATION FORM

- 1. NAME :
- 2. ADDRESS :
- 3. E-MAIL/ MOBILE :
- 4. INSURANCE DETAILS :

ESI No.	Name of Insurance Company	Policy No.	Valid	Type of Policy	No. of persons covered

- 5. LABOUR LICENSE DETAILS:

Labour License No.	Address of Licensing Office	License Issuance Authority	Date of Expiry	Maximum No. of Labourers as per License

SIGNATURE OF CONTRACTOR

VENDOR UP-DATION DETAILS			
SI #	Organisation Details		
1	Name		
2	Address Type (sales office address/office address/Warehouse address/factory address)		
3	Building/House Number		
4	Area/Street Name		
5	City		
6	Pin Code		
7	State		
8	Contact Details	Ph No:	
		Mobile No.	
		Email:	
9	Ownership Information (Private Limited Company/ One Person Company/ Limited Liability Partnership/ Partnership Firm / Proprietorship/ Co-Operative Society/ Trust/ Others)		
10	Nature Of Business (Manufacturer/ Dealer/ Trader/ Distributor/ Stockiest/ Channel Partner/ Indian Sales Office/ Subsidiary of Registered foreign supplier/ Indian Agents/ Service Provider)		
11	Copy of PAN card		
12	GSTIN		
13	Audited copies of P&L for the last three years		
14	Valid MSE Udyam registration certificate, if any.	Yes	
		No	
15	ISO Certification if any		
16	Registered in GEM Portal	Yes	No
17	Whether Supplier/Service Provider is a Start-Up Enterprise. If yes provide the details.		
Bank Details			
18	Name of bank:		
19	Name of Bank Branch:		
20	City/Place:		
21	Account Number:		
22	Account Type:		
23	IFSC Code:		
24	MICR Code:		

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Acceptance of GENERAL CONDITIONS OF CONTRACT (GCOC) Sl.no. 1 to 80

Signature & Seal of the Tenderer

Date

.....
Signature and seal of the contractor

CONTRACTOR agrees to indemnify and hold harmless IREL against all labourer's material, men's and/or mechanics liens arising from its work, and shall keep the premises of IREL free from all such claims, liens and encumbrances.

10.0 WORK TO BE TO THE SATISFACTION OF ENGINEER:

The Contractor shall execute, complete and maintain the Works in strict accordance with the contract, to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instructions and direction on any matter (whether mentioned in the Contract or not). The Contractor shall take instructions and directions only from the Engineer or from the Engineer's representative on any matter touching or concerning the Works.

11.0 PROGRAMME TO BE FURNISHED:

As soon as practicable after the acceptance of his tender, the Contractor shall, if required, submit to the Engineer for his approval a programme showing the order of procedure and the method in which he proposes to carry out Works and shall whenever required by the Engineer or Engineer's representative furnish for his information particulars in writing of the Contractor's arrangement for the carrying out of the Works and of the constructional plant and temporary Works which the Contractor intends to supply, use or construct as the case may be. The submission to and approval by the Engineer or Engineer's representative of such programme or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

12.0 Contractors Superintendence:

The Contractor shall give and provide all necessary superintendence during the execution of the works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's Obligation under the contract. The Contractor or one of his competent and authorised agent approved of in writing by the Engineer (which approval may at any time be withdrawn) is to be constantly on the Works and shall give his whole time to the superintendence of the same. If such approval shall be withdrawn by the Engineer, the Contractor shall as soon as is practicable (having regard to the requirement of replacing him as here-in-after mentioned) after receiving written notice of such withdrawal, remove the agent from the Site and shall not thereafter employ him again on the Site in any capacity and shall replace him by another agent approved by the Engineer. Such authorised agent shall receive on behalf of the Contractor directions and instructions from the Engineer or (subject to the limitations of Clause 2 hereof) the Engineer's representative.

13.0 CONTRACTOR'S EMPLOYEE:

The Contractor shall provide and employ on the Site in connection with execution and maintenance of the Works.

- (a) Only such technical assistants and other staff as are skilled and experienced in their respective callings and such sub-agents, foreman and leading hands as are competent to give proper supervision to the work they are required to supervise and
- (b) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the Works.

13.1 The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person employed by the Contractor in or about the execution or maintenance of the Works who in the opinion of the Engineer misconducts himself or incompetent or negligent in the proper performance of his duties or whose employment is other-wise considered by the Engineer to be undesirable and such person shall not be again employed upon the Works without the written permission of the Engineer. Any person so removed from the Works shall be replaced without delay by a competent substitute approved by the Engineer.

14.0 EXTRA SUPERVISION ON WORK:

If in the opinion the Engineer, due progress is not made with the work in accordance with the contract, and or the execution thereof becomes contrary to specifications, and/or badwork is executed and/or bad materials are used or supplied by the Contractor, and/or any directions given by the Engineer are not properly complied with or attended to, the Engineer may if he considers it necessary or proper for the execution of the work in accordance with the contract, of which his certificate in writing will be sufficient evidence order the employment of extra supervising staff to supervise the work and the expenses of the employment including the salary of the supervising staff shall be provided by the Contractor, provided that the Engineer shall give to the Contractor not less than 7 days previous notice in writing of intention to exercise his power..

14.1 EXTRA SUPERVISION ON WORK:

If in the opinion the Engineer, due progress is not made with the work in accordance with the contract, and or the execution thereof becomes contrary to specifications, and/or badwork is executed and/or bad materials are used or supplied by the Contractor, and/or any directions given by the Engineer are not properly complied with or attended to, the Engineer may if he considers it necessary or proper for the execution of the work in accordance with the contract, of which his certificate in writing will be sufficient evidence order the employment of extra supervising staff to supervise the work and the expenses of the employment

including the salary of the supervising staff shall be provided by the Contractor, provided that the Engineer shall give to the Contractor not less than 7 days previous notice in writing of intention to exercise his power.

15.0 **SETTING-OUT OF THE WORKS:**

The Contractor shall be responsible for the true and proper setting out of the Works and the correctness of the position levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instrument appliances and labour in connection therewith. If at any time during the progress of the works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor on being required so to do by the Engineer or Engineers representative shall at his own expense rectify such error to the satisfaction of the Engineer or Engineer's representative unless such error is based on incorrect data supplied in writing by the Engineer or the Engineer's representative in which case the expense of rectifying the same shall be borne by the Employer. The checking of any setting out or of any line or level by the Engineer or the Engineer's representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench marks, site rails, pegs and other things used in setting out the works.

16.0 **USE OF EXPLOSIVES:**

Explosives shall not be used on the work by the contractor without the permission in writing of the Engineer and then only in the manner and to the extent to which he has prescribed. Where explosives are used, the same shall be stored in a special magazine to be provided by and at the cost of the Contractor, who shall be liable for all damages, loss or injury to any person or property & shall be responsible for complying with all the Statutory obligations in these respects.

17.0 **CARE OF WORKS:**

The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Engineer or Engineer's representative or by a duly constituted authority for the protection of the Works or for the safety and convenience of the Public or others.

17.1 From the commencement to the completion of the Works, the Contractor shall take full responsibility or the care thereof and of all Temporary Works and in case any damage, loss or injury shall happen to the Works or to any part thereof or to any temporary Works from any cause whatsoever (save and except the excepted risks as defined in sub-clause (2) of the clause) shall at his own cost repair and make good the same so that at completion the Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. In the event of any such damage, loss or injury happening from any of the excepted risks the Contractor shall if and to the extent required by the contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Clause 58 hereof.

17.2 **EXCEPTED RISKS:**

The "excepted risks" mentioned in Sub-clause (1) above are war hostilities (whether war be declared or not), invasion act of foreign enemies, rebellion, revolution, insurrection of military or usurped power, civil war or (otherwise than among the Contractor's own employees) riot, commotion or disorder or any such operation of the forces of nature as responsible foresight and ability on the part of Contractor could not foresee or reasonably provide against (all of which are herein collectively referred to as "the excepted risks".)

18.0 **USE OF LAND & BUILDINGS**

- (a) Wherever any land or building belonging to IREL is allotted to the Contractor, the Contractor shall return vacant possession of the same land/building in good condition to IREL after the completion of works as soon as the contract is over/terminated, failing which IREL would be entitled to withhold the payment of the security deposit and/or final bill in addition to any other action which the IREL may like to take for getting the vacant possession of the land or building as aforesaid.
- (b) The Contractor should obtain the prior approval of the competent authority for construction of purely temporary shed. The Contractor should submit written application accompanied by layout plan for construction of such temporary shed. Any modification/alteration if deemed necessary thereafter, should be done with prior approval of the competent authority.
- (c) The Contractor shall have to pay licence fee for the area occupied as per rates fixed by the Management of IREL from time to time.
- (d) The permission for such temporary shed will be accorded only for the purpose of work as awarded to such Contractor and the temporary shed so constructed should be dismantled within 15 days from the date of completion of the maintenance work and restore the possession of vacant land in the original condition or in a condition acceptable to the Management of IREL. In case of any difficulty, the Contractor may obtain specific approval of the competent authority which may not be extended more than a period of one month in any case.
In case of failure of the Contractor to dismantle the temporary shed and hand over the vacant possession of the premises, the department shall be compelled to dismantle the temporary shed so constructed at the risk and cost of the contractor without

prejudice to any other action which may be taken including recovery of damages as per rates fixed by IREL for the unauthorised occupation of the shed/ premises beyond the permitted period.

- (e) The Contractor should use such premises/shed for such purpose incidental to such awarded work and not as otherwise. It shall be the liability of the contractor to ensure that this occupation of the premises/shed does not provide to be of nuisance to the residents in the vicinity. The Contractor shall also not sublet the premises to any other party.

19.0 DAMAGES TO PERSONS AND PROPERTY:

19.1 The Contractor shall (except if and so far as the Specification provided otherwise) indemnify and keep indemnified the IREL against all losses and claims for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings, damages, costs charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing hereby contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the IREL against any compensation or damages for or with respect to:

- (a) The permanent use or occupation of land by the works or any part thereof (save as herein -after provided) surface or other damage as aforesaid i.e. surface or other damage caused by contract works in the normal course.
- (b) The right of the IREL to construct the Works or any part thereof on over under in or through any land.
- (c) Interference whether temporary or permanent with any right to light, air, way or water or other easement or quasi-easement which is unavoidable result of the construction of the Works in accordance with the Contract.

Provided further that for the purposes of this clause, the expression "the land" shall be deemed to be limited to the area defined in the specification as shown on the drawings in which land crops, trees and structures will be disturbed or damaged as an inevitable consequence of the carrying out of the Works

20.0 ACCIDENT OR INJURY TO WORKMEN:

- (a) The employer shall not be liable for or in respect of any damages or compensation payable as per or otherwise in respect of or in consequence of any accident or injury to any workmen or other persons in the employment of the Contractor or any Sub-Contractor and the Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect thereof in relation there to.
- (b) The Contractor shall forthwith report all accidents and injuries as a result of his contractual work to the employer or his representative.

21.0 WORKMEN'S COMPENSATION ACT:

The Contractor shall at all times indemnify the Employer against all claims for compensation under the provision of the Workmen's Compensation Act, 1923 (VIII of 1923) or any other law for the time being in force by or in respect of any workmen employed by the Contractor in carrying out the contract and against all costs and expenses incurred by the employer in connection therewith and (without prejudice to any other means of recovery) the employer shall be entitled to deduct from any money due or to become due to the Contractor (whether under this contract or any other contract) all moneys paid or payable by the Employer by way of compensation aforesaid or for costs or expenses in connection with any claim thereto and the Contractor shall abide by the decision of the Employer as to the sum payable by the Contract, under the provision of this clause

22.0 GIVING OF NOTICE AND PAYMENT OF FEES:

22.1 The Contractor shall give, all notices and pay all fees required to be given or paid to any Central or State, Statute, Ordinance or other Law or any rule, Regulation or Bye-Law of local or other duly constituted authority in relation to the execution of the Works or of any temporary works and by the rules and regulations of all public bodies whose property or rights are affected or may be affected in any way by the works or any Temporary Works.

22.2 COMPLIANCE WITH STATUTES REGULATIONS ETC.:

The Contractor shall conform in all respects with the provision of any such statute, ordinance, or Law as aforesaid and the rules, Regulations or Bye-laws of any local or other duly constituted authority which may be applicable to the Works or to any Temporary Works and with such rules and regulations of public bodies as aforesaid and shall keep the employer indemnify against all penalties and liability of every kind for breach of any such Statute, Ordinance, Law, Rules, Regulation or Bye-laws.

23.0 FOSSILS ETC.

All fossils, coins, articles, value of antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the works shall as between the employer and the Contractor be deemed to be the absolute property of the

Employer and the Contractor shall take reasonable precautions to prevent, his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Engineers representative of such discovery and carry out at the expense of the employer the engineer's Representative's orders as to the disposal, removal or otherwise of the same.

24.(a) PATENT RIGHTS & ROYALTIES:

The Contractor shall save harmless and indemnify the Employer from and against all claims and proceeding for or on account of infringement of any patent rights, designs trade-mark or name or other protected rights in respect of any Constructional plant, machine, work or material used for or in connection with the Works or Temporary Works of any of them and from and against all claims, demands, proceeding, damages, cost, charges and expenses whatsoever in respect thereof or in relation there to.

(b) Except where otherwise specified, the Contractor shall pay all tollage and other royalties, rent and other payments or compensation (if any) for getting stone, sand, gravel, clay or other materials required for the Works or temporary Works or any of them.

25.0 INTERFERENCES WITH TRAFFIC ADJOINING PROPERTIES.

All operations necessary for the execution of the Works and for the construction of any Temporary works shall so far as compliance with the requirements of the Contract permits be carried on so as not to interfere unnecessarily or improperly with the Public convenience or the access to use and occupation of public or private roads and footpaths or to or properties whether in the possession of the Employer's Workmen or of any other person and Contractor shall save harmless and indemnify employer in respect of all claims, demands, proceeding, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.

26.(a) EXTRAORDINARY TRAFFIC:

The Contractor shall use every reasonable means to prevent any of the highways and bridges communicating with or on the routes to the site from being damaged or injured by any traffic of the Contractor or any of his Sub-Contractors and in particular shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the site shall be limited as far as reasonably possible and so

that no unnecessary damage or injury may be occasioned to such highways and bridges. For any damage caused by the breach hereof, the Contractor shall be solely responsible.

(b) WATERBORNE TRAFFIC:

Where the nature of the works is such as to require the use by the Contractor of water borne transport, the fore going provisions of this clause shall be construed as though "highway" included a dock, deck, sea wall, or other structure related to a water-way and "vehicles" included craft and shall have effect accordingly.

27.0 OPPORTUNITIES FOR OTHER CONTRACTORS:

The Contractor shall in accordance with the requirements of the Engineer afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the Contract or of any Contract which the Employer may enter into in connection with or ancillary to the works.

28.0 SUPPLY OF PLANT, MATERIAL AND LABOUR:

Except where otherwise specified the Contractor shall at his own expense supply and provide all the Constructional Plant, Temporary Works, materials both for temporary and for permanent Works, labour (including the supervision thereof), transport to or from the Site and in and about the Works and other things of every kind required for the constructions, completion and maintenance of the Works.

29.0 DELAY IN OBTAINING MATERIALS BY THE EMPLOYER:

If the Employer has undertaken to supply materials specified in the special conditions at rates stated therein, the Contractor shall keep himself in touch with the day-to-day position regarding the supply of materials from the Engineer and so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay if any, in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Employer on account of delay in supplying materials.

representative in no way relieves the CONTRACTOR of his obligation under the terms and conditions of this CONTRACT.

34.2 The inspections and tests may be conducted on the premises of the CONTRACTOR or his SUB-CONTRACTOR at point of completion and/or at the goods final destination. When conducted on the premises of the CONTRACTOR or his SUB-CONTRACTOR, all reasonable facilities and assistances including access to drawings and production data shall be furnished to the inspector at no charge to the EMPLOYER.

34.3 CONTRACTOR shall be held responsible for any possible delay in the approval or testing phase as well as for any possible delay in the remittance of necessary certificates. Delay on the part of the Inspection institutions will not be considered a case of 'Force Majeure'.

34.4 Participation or presence of EMPLOYER or their representatives at any tests or their failure to be present at or to witness any tests to be undertaken pursuant here to shall not in any way or manner relieve or release the CONTRACTOR from any of its warranties, guarantees or other obligations under the CONTRACT.

34.5 Copies of all test results/report of the tests shall be furnished promptly by the CONTRACTOR to EMPLOYER.

35.1 EXAMINATION OF WORK BEFORE COVERING UP:

No work shall be covered up or put out of view without the approval of the Engineer or the Engineer's representative and the Contractor shall afford full opportunity for the Engineer or the Engineer's representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is over, any such work or foundations is or are ready or about to be ready for examination and the Engineer's representative shall without unreasonable

delay unless he considers it unnecessary and advises the Contractor accordingly attend for the purpose of examining and measuring such work or of examining such foundations.

35.2 UNCOVERING & MAKING OPENINGS:

The Contractor shall uncover any part or parts of the Works or make opening in or through same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been covered up or put out of view after compliance with the requirements of subclause (l) of this Clause and are found to be executed in accordance with the Contract, the expenses of uncovering making opening in or through reinstating and making good the same shall be borne by the Employer but in any other case all such expenses shall be borne by the Contractor and shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys due or which may become due to the Contractor.

36.0 REMOVAL OF IMPROPER WORK & MATERIALS:

The Engineer shall during the progress of the Works have power to order in writing from time to time:

- (a) the removal from the Site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer are not in accordance with the contract,
- (b) the substitution of proper and suitable materials and
- (c) the removal and proper re-execution (notwithstanding any previous test there of or interim payment there for) of any work which in respect of materials of workmanship is not in the opinion of the Engineer in accordance with the contract.

37.0 DEFAULT OF CONTRACTOR IN COMPLIANCE:

In case of default on the part of the Contractor in carrying out such order, the employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys due or which may become due to the Contractor.

38.0 SUSPENSION OF WORK:

The Contractor shall on the written order of the Engineer suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of Engineer. Provided that the Contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intention to claim to the Engineer within 28 days of the Engineer's order. The Engineer shall settle and determine the extra payment to be made to the Contractor in respect of such claim as the Engineer shall consider reasonable.

- 39.0 **SUSPENSION LASTING MORE THAN 90 DAYS:**
 If the progress of the works or any part thereof is suspended on the written order of the Engineer for more than 90 days, the Contractor may serve a written notice on the Engineer requiring permission within 28 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by a further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the Works as an omission of such part under Clause 62 thereof or where it affects the whole Works as an abandonment of the Contract by the Employer.
- 40.0 **ISSUE OF OTHER MATERIALS FROM IREL STORES:**
- (i) **Use of additional items:**
 If the Engineer directs the use of additional items of IREL stores in the work, the Contractor is bound to comply with such directions. The recovery rate for such stores shall be fixed by the Engineer.
 - (ii) **Recovery Rates:**
 In addition to the above, other materials from IREL stores can be supplied subject to availability if the Engineer is satisfied as to the necessity for such issues. Recovery rates for the materials so issued shall be IREL issue rates plus 12% plus GST as may be in force from time to time.
 - (iii) **Handling Conveyance etc:**
 All handling, conveyance, etc. from place of issue to the worksite of the Contractor are to be borne by the Contractor and the rates quoted in the Tender Schedule cover these.
 - (iv) **Proper accounting:**
 All materials issued to the Contractor whether free of cost or on cost recoverable basis shall be properly accounted for. Any loss or damage to the stores issued by IREL will be debited to the Contractor at the IREL issue rates plus 20% plus GST as may be in force from time to time.
 - (vi) **Excess/misuse:**
 Steel drawn in excess or misused will be charged at 100% overissue/recovery rates as stipulated in the contract.
 - (vii) **Surplus stock:**
 No claim will be entertained for non-supply or delay in supply of any or all the above stores.
 - (viii) **Except Steel, materials issued to the Contractor on recovery basis shall not normally be taken back. In case of steel and materials issued free, the surplus stock will be taken back at the stipulated rates of issue, provided they are returned in good condition. In case of steel, rebate at full rates will be made only if the pieces are returned in length not less than 6M. Shorter pieces in the range of 4M to 6M length will be taken back @ 50% of the issue rates. The materials shall be returned at IREL stores and all expenses towards conveyance, handling, weighing, sorting, etc. shall be at Contractor's accounts. As regards to the conditions of the materials to be returned, the decision of the Engineer shall be final and binding on the Contractor. The norms prevalent for consumption in respect of Steel shall apply for calculating the consumption of these materials for recovery.**

COMMENCEMENT TIME AND DELAYS

- 41.0 **COMMENCEMENT OF WORK:**
 The Contractor shall commence the works on site within the period as mentioned in the contract and shall proceed with the same with due expedition and without delay.
- 42.0 **WAY LEAVES ETC.:**
 The Contractor shall bear all expenses and charges for special or temporary way leaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purposes of the works, except when otherwise specifically agreed and provided for.
- 43.0 **TIME FOR COMPLETION:**
 Subject to any requirement in the Contract as to completion of any portion of the works before completion of the whole of the works, it shall be completed within the time stated in the LOI/Award Letter/Agreement.
- 44.0 **EXTENSION OF TIME FOR COMPLETION:**
 Should the amount of extra or additional work of any kind or other special circumstances of any kind whatsoever which may occur be such as fairly to entitle the contractor to an extension of time for the completion of the work, the Engineer shall determine the amount of such extension. Provided that the Engineer is not bound to take into account any extra or additional work or other special circumstances unless the Contractor has within 14 days after such work has been commenced on such circumstances have arisen or as soon thereafter as is practicable, delivered to the Engineer's representative full and detailed particulars of any claim to extension of time to which he may consider himself entitled in order that such claim may be investigated at the time.

- 44.1 **TIME EXTENSION OF CONTRACT:**
The CONTRACTOR shall promptly notify the ENGINEER-IN-CHARGE any event or conditions which might delay the completion of work in accordance with the approved schedule and the steps being taken to remedy such situation.
- 44.2 If the Work is delayed at any time in the commencement or during the progress of the WORK by any act, delay or neglect solely attributable to IREL or his employees, or by any other contractor utilised by the IREL or by FORCE MAJEURE conditions, the time of completion shall be extended by IREL (without levy of Mutually Agreed Damages) in writing for a reasonable period as may be mutually agreed upon, at the time of closure of contract. The CONTRACTOR shall, immediately on occurrence of such special circumstances but not later than 14 working days, bring to the knowledge of IREL through written application for any such delay as mentioned above.
- 44.3 IREL shall have the right to suspend the WORK in whole or in part for such time as may be necessary in order that WORKS shall be well and properly executed. In such events, suitable extension of time shall be granted to CONTRACTOR.
- 45.0 **NO NIGHT OR SUNDAY WORK:**
Subject to any provision to the contrary contained in the contract, none of the permanent work shall save as hereinafter provided be carried on during the night or on Sundays (if locally recognised as days of rest) or their locally recognised equivalent without the permission in writing of the Engineer's representative save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works in which case the Contractor shall immediately advise the Engineer's representative. Provided always that the provisions of this Clause shall not be applicable in the case of any work which it is customary to carry out by rotary or double shifts.
- 46.0 **RATE OF PROGRESS:**
The whole of the materials, plant and labour to be provided by the Contractor and the mode, manner and speed of execution and maintenance of the work are to be of a kind and conducted in a manner to the satisfaction of the Engineer. Should the rate of progress of the works or any part thereof be at any time in the opinion of the Engineer too slow to ensure the completion of the works by the prescribed time or extended time for completion the Engineer shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as the contractor may think necessary and the Engineer may approve to expedite progress so as to complete the works by the prescribed time or extended time for completion. If the work is not being carried on by day and by night and the Contractor shall request permission to work by night as well as by then if the Engineer shall grant such permission, the Contractor shall not be entitled to any additional payment for so doing but if such permission shall be refused and there shall be no equivalent practicable method of expediting the progress of the work, the time for completion shall be extended by such period as is solely attributable to such refusal. All work at night shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in regard or in relation to such liability.
- 47.0 **LIQUIDATED DAMAGES FOR DELAYED EXECUTION OF CONTRACT:**
Subject to Article -48, if the CONTRACTOR fails to deliver any or all of the GOODS or performance of the services within the time period(s) specified in the CONTRACT, the EMPLOYER shall, without prejudice to his other remedies under the CONTRACT, levy Liquidated damages from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.
- Deductions shall apply as per following formula:
For repair works costing up to Rs. Ten lakhs (Rs 10,00,000/-) : One percent (1%) of the contract value per week subject to a maximum of ten percent (10%) of contract value
- For all other works :
Half percent (0.5%) of the contract value per week of delay subject to a maximum of ten percent (10%) of contract value.
- 47.1 EMPLOYER may deduct the amount so payable by CONTRACTOR, from any amount falling due to the CONTRACTOR or by recovery against the Performance Guarantee. Both CONTRACTOR and EMPLOYER agree that the above percentages of price reduction are genuine pre-estimates of the loss/damage which the EMPLOYER would have suffered on account of delay/breach on the part of the CONTRACTOR and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/ delay. A decision of the EMPLOYER in the matter of applicability of price reduction shall be final and binding.
- 48.0 **FORCE MAJEURE:**
- 48.1 Force majeure is an event beyond the control of contractor and not involving the contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser/contractor either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine

restrictions, strikes, lockouts and freight embargoes or any other event which IREL may deem fit to consider so. The decision about force majeure shall rest with IREL which shall be final and binding.

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

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

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

49.0 **CERTIFICATE OF COMPLETION OF WORK:**

As soon as in the opinion of the Engineer the works shall have been substantially completed and shall have satisfactorily passed any final test that may be prescribed by the Contract, the Engineer shall on receiving a written undertaking by the Contractor to finish any outstanding work during the period of Maintenance issue a Certificate of completion in respect of the works and the Period of Maintenance of the works shall commence from the date of such certificate. Provided that the Engineer may give such a certificate with respect to any part of the works before the completion of the whole of the work and shall upon the written application of the contractor give such certificate with respect to any substantial part of the works, which has been both completed to the satisfaction of the Engineer and occupied or used by the employer and when any such certificate is given in respect of a part of the works such part shall be considered as completed and the Period of Maintenance of such part shall commence from the date of such certificate. Provided also that a Certificate of Completion given in accordance with the foregoing provision of any part of the works occupied and use as aforesaid shall not be deemed to certify completion of any round or surfaces requiring reinstatement unless such certificate shall expressly so state.

50.0 **MAINTENANCE AND DEFECTS:**

50.1 **DEFINITION OF PERIOD OF MAINTENANCE:**

In these conditions, the expression "Period of Maintenance" shall be either 12 (Twelve) months or any other period if specifically specified in the special conditions of this contract, and calculated from the date of completion of the works certified by the Engineer in accordance with Clause 49 hereof or in the event of more than one certificate having been issued by the Engineer Under the said Clause from the respective dates so certified and in relation to the Period of maintenance, the expression "the works" shall be construed accordingly.

50.2 **EXECUTION OF WORKS OF REPAIR ETC.:**

To the intent that the works shall at or as soon as practicable after the expiration of the period of Maintenance be delivered up to the Employer in as good and perfect a condition (fair wear and tear expected) to the satisfaction of the Engineer as that in which they were at commencement of the Period of Maintenance, contractor shall execute all such work of repair, amendment, reconstruction, rectification and making good of defects, imperfections, shrinkages or other faults as may be required of the Contractor in writing by the Engineer during the Period of Maintenance or within fourteen days after its expiration as a result of an inspection made by or on behalf of the Engineer prior to its expiration.

50.3 **COST OF EXECUTION OF WORKS OF REPAIR ETC.:**

All such work shall be carried out by the Contractor at his own expense if the necessity thereof shall in the opinion of the Engineer be due to the use of materials or workmanship not in accordance with the Contract or to neglect or failure on the part of the Contractor to comply with any obligation expressed or implied on the Contractor's part under the Contract. If in the opinion of the Engineer such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for as if it was an additional work.

50.4 **REMEDY ON CONTRACTOR'S FAILURE TO CARRY OUT:**

If the Contractor shall fail to do any such work as aforesaid required by the Engineer, the Employer shall be entitled to carry out such work by his own workmen or by other Contractors, and if such work is the work which the Contractor should have carried out at his own cost, Employer shall be entitled to recover from the Contractor the cost thereof or may deduct the same from any moneys due or that may become due to the Contractor.

51.0 **CONTRACTOR TO SEARCH:**

The Contractor shall if required by the Engineer in writing search for the cause of any defect in perfection or fault under the directions of the Engineer. Unless such defect, imperfection or fault shall be one for which the Contractor is liable under the contract, the cost of the work carried out by the Contractor in searching as aforesaid shall be borne by the Employer. But if such defect, imperfection

or fault shall be one for which the Contractor is liable as aforesaid the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case repair, rectify and make good such defect, imperfection or fault at his own expense in accordance with the provisions of Clause 50 hereof.

52.0 ALTERATIONS, ADDITIONS AND OMISSIONS:

52.1 VARIATIONS

The Engineer shall make any variation from quality or quantity of the works or any part thereof that may in his opinion be necessary and for that purpose or if for any other reason it shall in his opinion be desirable he have power to order the Contractor to do and the Contractor shall do any of the following:

- (a) increase or decrease the quantity of any works included in the contract.
- (b) omit any such work
- (c) change the character or quality or kind of any such work
- (d) change the levels, lines position and dimensions of any part of works and
- (e) execute additional work of any kind necessary for the completion of the works and no such variation in any way vitiate or invalidate the contract but the value (if any) of all such variations shall be taken into account in ascertaining the amount of the contract price.

52.2 No such variation shall be made by the Contractor without an order in writing of the Engineer. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause but is the result of the quantities exceeding or being less than those stated in the Tender Schedule. Provided also that if for any reason the Engineer shall consider it desirable to give any such order verbally, the contractor shall comply with such order and any confirmation in writing of such verbal order given by the Engineer whether before or after the carrying out of the order shall be deemed to be an order in writing within the meaning of this clause.

53.1 VALUATION OF VARIATIONS:

The Engineer shall determine the amount (if any) to be added to or deducted from the sum named in the Tender in respect of any extra or additional work done or work omitted by his order. All such work shall be valued at the rates set out in the Contract, if in the opinion of the Engineer the same shall be applicable. If the Contract shall not contain any rates applicable to the extra or additional work then reasonable prices shall be fixed by the Engineer.

53.2 POWER OF ENGINEER TO FIX RATES:

Provided that if the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that in the opinion of the Engineer the rate or price contained in the contract for any item of the work is by reason of such omission or additions rendered unreasonable or inapplicable, the Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.

Provided also that no increase of the Contract Price under sub-clause (1) of this clause or variation of rate or price under sub-clause (2) of this clause shall be made unless as soon after that date of the order as is practicable and in the case of extra or additional work before the commencement of the work or as soon thereafter as is practicable notice shall have been given in writing.

- (a) by the Contractor to the Engineer of his intention to claim extra payment or a varied rate or.
- (b) by the Engineer to the Contractor of his intention to vary a rate or price as the case may be.

53.3 CLAIMS:

The Contractor shall send to the Engineer's representative once in every month an account giving particulars (as full and detailed as possible) of all claims for any additional expenses to which the Contractor may consider himself entitled and of all extra or additional work ordered by the Engineer which he has executed during the preceding month and no claim for payment for any such work will be considered which has not been included in such particulars. Provided always the Engineer, shall be entitled to authorise payment to be made for any such work notwithstanding the Contractor's failure to comply with this condition, if the contractor has at the earliest practicable opportunity notified the Engineer that he intends to make a claim for such work.

53.4 EXTRA ITEM:

Any extra item arising during the execution of work due to any reason shall be paid for based on the sanctioned schedule of rates or rates derived therefrom. The percentage quoted by the tenderer shall be applied to the rate arrived at from the schedule of rates or rates derived therefrom. In case the rates cannot be derived from the Schedule of rates or the quoted rates, CPWD norms shall be followed for determination of rates. Analysis of rates on the basis of field observations shall be considered if schedule of rates/CPWD norms are not available. The rates given in the schedule are complete for labour and materials including all leads, lifts, royalty etc. except otherwise stated in the items. No extra claim on account of these items shall be entertained.

54.0 PROPERTY IN MATERIALS:

shall be as per CPWD specifications for that item only.

- (b) Wherever a particular mode of measurement is specified in the description of the item in the tender schedule/special conditions, the same shall only apply.
- (c) In case of dispute regarding mode of measurement, the decision of the Engineer shall be final and binding on the Contractor.

59.0 PAYMENT FOR WORK DONE

59.1.1 100% payment against bills for the work done (Subject to the required deductions) shall be made to the Contractor based on detailed measurements and certification of bills by the Engineer.

59.1.2 **ON ACCOUNT PAYMENT:** Bills shall be prepared and submitted by the Contractor. Joint measurements shall be taken continuously and need not be connected with billing stage. Based on these joint measurements recorded in the register, the Contractor shall submit the bills in both soft and hard copies (three copies) in the prescribed format along with the detailed measurements item wise. All the pages of the measurement sheets shall be serially machine numbered and signed by the Contractor. The bills along with measurement sheet shall be computer generated and also suitably programmed for effecting the necessary corrections easily. The bills shall be accompanied with necessary documents such as abstract of quantities, variation statements, reconciliation of materials, part rate statements indicating the extent of work done, statement of secured advance claimed and fulfilling other statutory obligations such as ESI / PF / Insurance / labour licence etc. Payment against bills for the work done (Subject to necessary deductions) will be made after the verification and certification by the Engineer of the bill submitted by the Contractor.

59.1.3 **COMPLETION CERTIFICATE:** The Works shall be deemed to have been completed in all respects on the day the Engineer certifies that the works have been so completed in accordance with this Contract, takes over the completed Works and issues a certificate to that effect. The Defect Liability Period will start from the said date of completion / handing over of the work.

59.1.4 **FINAL PAYMENTS:** Based on the measurement of Work performed, the Contractor shall submit his final bill for the Works within 3 months of completion of work. The bill shall be based only on Works as measured and at accepted tender rates including rates for any additional or extra work which might have been approved by the Company. All deductions due under the Contract shall be incorporated. The final bill shall be accompanied by:

- A) A copy of the Completion Certificate issued by the Engineer.
- B) No Claim Certificate" in the prescribed form or a list of claims if any, not included in the final bill with full details.

The Engineer shall examine and certify the final bill for payment after satisfying that the Works have been satisfactorily completed and that all properties, works and things removed or disturbed or damaged in consequence of the Work have been properly replaced and made good and all expenses and demands incurred or made by or on the Company or in respect of any damage or loss by, from or consequence of the Works have been satisfied, all materials have been returned and the site cleared.

59.1.5 **SECURED ADVANCE:**
75% payment against bills as Secured Advance on the cost of all non-perishable materials brought by the Contractor to Site for use in the Works (excluding chargeable materials issued by the Company) as assessed and approved by the Engineer may be paid, provided the materials conform to the specifications of the contract as accepted by the Engineer. These materials shall be pledged by the Contractor to the Company. All the Secured Advance allowed will be deducted while making payment of any bill for the work done and a fresh Secured Advance on the materials remaining then at Site will be paid along with the same bill.

59.1.6 **BILL TO BE SUBMITTED MONTHLY:**
A bill shall be submitted by the Contractor each month on or before the date by the Engineer for all work executed in the previous month and the Engineer shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted if possible, before the expiry of ten days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed as aforesaid, the Engineer may depute his representative to measure up the said work in the presence of the Contractor, whose counter signature to the measurement list will be sufficient warrant, and the Engineer may prepare a bill from such list which shall be binding on the Contractor in all respects.

59.2 **BILLS TO BE ON PRINTED FORMS:**
The Contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer and the charges in the bills shall always be entered at the rates specified in the tender in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates herein after provided for such work.

Invoice must contain Contractor's GST Registration number, PAN, Bank detail of Contractor, GST Registration number of IREL Factory/ Office, HSN/SAC Code for services rendered.

- 63.5 **JURISDICTION:**
The courts only shall, subject to Arbitration Clause, have exclusive jurisdiction to deal with and decide any matter arising out of this contract.
- 64.0 **ACTS OF PARLIAMENT, LOCAL AND OTHER AUTHORITIES AND BYE-LAWS:**
- 64.1 **COMPLYING WITH REGULATIONS:**
- 64.1.1 Throughout the execution of the WORK, the CONTRACTOR shall comply with the requirements of all applicable laws and regulations, bye-laws or orders made there under and to the requirements of public, municipal and other authorities in any way affecting or applicable to the work. IREL shall, when requested by the CONTRACTOR, give all reasonable assistance to the CONTRACTOR in obtaining information concerning local conditions.
- 64.1.2 Before making any departure from the specification or drawings which may be necessary to conform to such requirements, the CONTRACTOR shall give the IREL written notice specifying the departure proposed to be made and the reason for making it and applying for instructions thereon. If the CONTRACTOR does not receive such instructions within thirty (30) days, he shall conform to those requirements and inform the IREL accordingly.
- 64.1.3 The Contractor shall remain liable for the payments of all wages or other money to his employees or labourers under the Minimum Wages Act, Payment of Wages Act, Employees Liability Act, Workmen's Compensation Act, PF and ESI Act or any other enactments and rules made applicable from time to time. The Contractor shall also comply with the provisions of the Apprenticeship Act, Contract Labour Regulation and Abolition) Act and the Rules and Orders issued there under from time to time. The Contractor shall be liable to pay the wages directly to the workmen employed by him on the Works.
- 64.1.4 It is obligatory on the part of the Contractor to forward the declaration forms to the ESI authorities for issue of ESIC numbers, make timely contribution towards ESI and PF in accordance with the provisions of relevant acts from time to time in respect of labour engaged by him for all the works executed in the Company. The Contractor should contact the jurisdictional ESI and PF authorities and ensure to observe all formalities such as maintenance of muster rolls, opening of identification cards, making remittance etc. The Contractors / firms / establishments shall remit the PF and ESI contributions in their respective codes. However, in such cases, copies of muster roll, wage register, ESI / PF remittance, copies of the returns shall be furnished to the Engineer for verification and records while preferring bills.
- 64.1.5 The Contractor shall ensure compliance of any other laws, bye-laws, Acts, Statutes, Rules & Regulations framed there under as appreciable in relation to its employees/workmen and establishments in mandatorily, even though not explicitly mentioned here. It shall be the responsibility of the Contractor to get itself acquainted about them adequately.
- 65.0 **BREACH OF TERMS, SUSPENSION AND TERMINATION:**
- 65.1.1 **BREACH OF TERMS:**
Breach of any of the terms of the Contract, the EMPLOYER shall be entitled, without prejudice to any and all other remedies available to it, without incurring any liability what-so-ever, to fore-bear from doing such acts or fulfilling such obligations as are to be done or fulfilled by it here under until the CONTRACTOR on terms herein makes good the said breach;
- 65.2 **SUSPENSION:**
- 65.2.1 IREL may suspend the Works in whole or in part at any time by giving the CONTRACTOR a notice in writing, if the CONTRACTOR shall be in breach of this Contract or shall fail to perform any of its obligations under this Contract, including the carrying out of the Works; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the CONTRACTOR to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the CONTRACTOR of such notice of suspension.
- 65.2.2 On receiving the notice of suspension from IREL, the CONTRACTOR shall stop all such work, which IREL has directed to be suspended with immediate effect. IREL may at any time cancel the suspension notice for all or any part of suspended work by giving written notice to the CONTRACTOR specifying the part of work to be resumed and the effective date of suspension withdrawal. The CONTRACTOR shall resume the suspended work on immediately upon receipt of such withdrawal of suspension notice. In the event of suspension of work, IREL shall not be liable to the CONTRACTOR for any damage and loss.
- 65.3 **TEMPORARY SUSPENSION:**
- 65.3.1 IREL may at any time temporarily suspend the progress of work being performed under the Contract or any part thereof by notice in writing to the CONTRACTOR. All the work so suspended shall be resumed by the CONTRACTOR and extended as assessed and deemed fit by IREL.

- 65.3.2 IREL will not pay the CONTRACTOR for any work, which is performed during such an interval of suspension, and IREL shall not be liable to the CONTRACTOR for any damages or loss caused by such suspension of work.
- 65.4 EVENT OF DEFAULT:
Event of Default means the CONTRACTOR Event of Default or IREL Event of Default or both as the context may admit or require.
- 65.4.1 CONTRACTOR EVENT OF DEFAULT:
Any of the following events shall constitute an event of default by the CONTRACTOR ("CONTRACTOR Event of Default");
- a. the CONTRACTOR fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Sub-clause 65.2 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as IREL may have subsequently granted in writing;
 - b. The CONTRACTOR fails to commence the Works;
 - c. The CONTRACTOR fails to ensure that Works Completion Date of the Plant is achieved as per schedule mentioned in the contract/ agreement;
 - d. Any representation made or warranties given by the CONTRACTOR under this Contract is found to be false or misleading;
 - e. The transfer, pursuant to law of either (a) the rights and/or obligations of the CONTRACTOR under the Contract, or (b) all or material part of the CONTRACTOR; except where such transfer in the reasonable opinion of IREL does not affect the ability of the CONTRACTOR to perform, and the CONTRACTOR has the financial and technical capability to perform. its material obligations under the Contract;
 - f. The CONTRACTOR suspends or abandons the Works without prior consent of IREL, provided that the CONTRACTOR shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under the Contract by IREL;
 - g. the CONTRACTOR becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - h. the CONTRACTOR fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 63 hereof;
 - i. the CONTRACTOR submits to IREL a statement which has a material effect on the rights, obligations or interests of IREL and which the CONTRACTOR knows to be false;
 - j. any document, information, data or statement submitted by the CONTRACTOR in its Bid, based on which the CONTRACTOR was considered eligible or successful, is found to be false, incorrect or misleading; or
 - k. The CONTRACTOR repudiates the Contract or otherwise evidences an intention not to be bound by the Contract.
- 65.4.2 IREL EVENT OF DEFAULT:
The following events shall constitute events of default by IREL ("**IREL Event of Default**"), unless any such IREL Event of Default has occurred as a result of CONTRACTOR Event of Default or due to a Force Majeure Event:
- a. IREL is in breach of the Contract and has failed to cure such breach within sixty (60) days of receipt of notice in that behalf from the CONTRACTOR;
 - b. IREL repudiates the Contract or otherwise evidences an intention not to be bound by this Contract;
 - c. Any representation made or warranties given by IREL under the Contract is found to be false or misleading.
- 65.5 RECOURSE TO EVENT OF DEFAULT:
- 65.5.1 In case of an event of default, the following recourse is available to IREL and the CONTRACTOR or both as the situation may warrant:
- a. In case of occurrence of Event of Default mentioned in Sub-clause a and Sub-clause b of Clause 65.4.1, the CONTRACTOR shall have an option to ask for extension from IREL specifying the conditions that have restricted the CONTRACTOR to complete the tasks stipulated time. However, IREL's decision on said matter shall stand final as the case may be;
 - b. In case of occurrence of any other Event of Default in Clause 65.4.1, IREL shall be entitled to terminate this CONTRACT as per Clause 65.6 herein.
 - c. In case of occurrence of Event of Default mentioned in Sub-clause 65.4.2, the CONTRACTOR shall have an option to seek Termination of this Contract. In seeking the Termination of the Contract, CONTRACTOR would have to clearly demonstrate that the Event of Default has occurred despite all possible steps taken by CONTRACTOR to avoid Termination. The Parties shall mutually decide the modalities of Termination.
- 65.6 TERMINATION DUE TO CONTRACTOR EVENT OF DEFAULT:

- 65.6.1 Without prejudice to any other right or remedy which IREL may have in respect thereof under the Contract, upon the occurrence of an CONTRACTOR Event of Default, IREL shall be entitled to terminate the Contract by issuing a Termination Notice (the "Termination Notice") to the CONTRACTOR, provided that before issuing the Termination Notice, IREL shall by a notice in writing inform the CONTRACTOR of its intention to issue the Termination Notice (the "Preliminary Notice"). In case the underlying breach/default is not resolved within a period of sixty (60) days from the date of the Preliminary Notice, IREL shall be entitled, to terminate the Contract by issuing the Termination Notice.
- 65.6.2 Upon termination of the Contract by notice of either Party to the other pursuant to Sub-clauses 65.5.1 b or 65.5.1 c hereof, the CONTRACTOR shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Works to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
- 65.7 PAYMENT UPON TERMINATION:
- 65.7.1 Upon termination of this Contract pursuant to Sub-clauses 65.5.1 c hereof, IREL shall make the following payments to the CONTRACTOR (after offsetting against these payments any amount that may be due from the CONTRACTOR to IREL): Remuneration pursuant to Schedule of rates hereof for Works satisfactorily performed prior to the date of termination;
- 65.8 DISPUTES ABOUT EVENTS OF TERMINATION:
- 65.8.1 If either Party disputes whether an event specified in Sub-clause 65.4.1 or in Sub-clause 65.4.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Sub-clause hereof.
- 66.0 LIMITATION OF LIABILITY:
Notwithstanding anything contrary contained herein, the aggregate total liability of Contractor under the Contract or otherwise shall be limited to 100% of contract price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.
- 67.0 METHOD OF BLACKLISTING VENDORS:
- 67.1 Any failure by the vendor (CONTRACTOR) to supply/execute the contract as per order may result in blacklisting of vendor by the authority competent to conclude the contract. The blacklisted vendor shall not be considered for a minimum period of one year from the date of black listing.
- 67.2 Further, the competent authority may blacklist the bidder, if the bidder changes bid either techno-commercial and / or price or withdraw his bid after receipt of the same and during the validity period of bid.
- 67.3 Further, the vendor (CONTRACTOR) shall be banned from doing any business with IREL in case of :
- a. If security considerations including question of loyalty to the state so warrant.
 - b. If the proprietor of the firm, its partner or representative is convicted by a court of law following prosecution for offences relating to business dealings.
 - If there is strong justification for believing that the proprietor or employee or representative of the CONTRACTOR has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law, etc.
- 67.4 An order for ban/ suspension passed for a certain specified period shall be deemed to have been automatically revoked on expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of suspension/ban passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.
- 67.5 An order of ban on grounds of conviction by Court of Law may be revoked if, in respect of the same facts, the accused has been wholly acquitted by a court of law.
- 68.0 SECRECY
The CONTRACTOR shall not at any time during the pendency of the contract or there after disclose any information furnished to them by IREL or any drawings, designs, reports and other documents and information prepared by the Contractor for this contract, without the prior written approval of IREL except in so far as such disclosure is necessary for the performance of the Contractor's work and service hereunder.
- 69.0 LABOUR:
- a) In respect of all labour directly or indirectly employed by the Contractor, Labour Rules, on the work, it shall be the bounden duty of the Contractor to abide by and to strictly comply with all labour legislations, as may be applicable, enacted by the parliament or by the State Legislature and the rules/regulations framed thereunder by the Central or State Government or Local Authorities providing for the conditions of employment protection of health, Sanitary arrangements, wages, provident fund, gratuity, welfare, and safety of workmen. These rules and statutory obligations shall be deemed to be part of the Contract. Instructions issued by the

- Employer in this behalf from time to time shall be equally binding on the contractor & the Contractor shall observe them stringently.
- (b) In the event of the Contractor failing to discharge his obligations imposed upon him by or under any statute as aforesaid, the employer shall be entitled to rescind the Contract at the sole risk and cost of the Contractor and/or recover from him the amount of loss sustained by the Employer.
 - (c) It is advisable for the Contractor to properly and fully acquaint himself with all the legislations as applicable to his workmen and the work under this contract or in connection herewith, so as to preclude the possibility of infringement and non-compliance thereof and to make it easy for him to observe clause 69 without any deviation.
 - (d) The Contractor shall maintain records, registers in respect of workers employed by him as required under various statutes and as prescribed by the Employer, shall issue attendance cards to each worker and shall produce the same for inspection on demand to the authorities under statutes or to the authorised representatives of the Employer.
 - (e) All payments of whatever nature to be made by the Contractor to his workmen shall be made in the presence of an authorised representative of Employer and Employer's representative shall sign the acquittance in token of having witnessed the payment, as prescribed under law.
 - (f) The first R.A. bill of the Contractor shall be released only after HRM (Welfare Section) gives clearance regarding compliance of all statutory provisions by the contractor. Final bill of the Contractor shall be cleared only when a clearance certificate is issued by the Contractor from an authority declared for the purpose by the Employer, that the claims of workmen in respect of wages, workmen's compensation, statutory payments etc. have been paid by Contractor to his workmen in full and subject to fulfilment of other conditions of Contract. Labour Rules etc.
 - (g) The Contractor shall be entirely responsible for safe and good conduct of his employees during the period of his contract. The Contractor shall also ensure, that no safety rules/instructions are violated by him or his workmen. The Contractor shall maintain his machineries and tools for work in safe condition and shall present the same for checking whenever called by Employer/ his representatives.
 - (h) It shall be binding on the part of the Contractor to familiarise himself and be governed by all statutes such as Mines Act 1952, Rules and Regulations including amendments made thereunder, if any, applicable for the work, Indian Electricity Act. 1910 and Indian Electricity Rules 1956 including amendments, if any, applicable for the work.
 - (i) The Contractor shall provide and ensure proper use of safety appliances by his workmen throughout the course of their employment.
 - (j) The Contractor in fulfilment of his statutory obligations imposed by or under various Labour Laws, will among other things:
 - i) Arrange to provide cool and wholesome drinking water at appointed place/ places near work site. The container of water shall be in hygienic condition.
 - ii) Implement the Employees Provident Fund Scheme or Produce exemption certificate from Regional Provident Fund Commissioner if they are so exempted. Otherwise, bills for the work will be released withholding 10% from such sums or as decided by the Management from time to time till such time they implement the scheme or produce exemption certificate from the Regional Provident Fund Commissioner. The Contractors are further required to indemnify Employer against any loss or damage, whatsoever, that may be suffered by Employer as a result of any claim. damage or penalties for any failure or non-compliance on their (Contractor's) part with the provisions of the aforesaid Act and Scheme framed thereunder.
 - (k) The Contractor shall arrange to get his workmen trained under Mines Vocational Rules-1966 at the Training Department of the Company and shall pay all statutory allowances for such training to his workmen under training. The Contractor shall ensure the proper use of safety appliances by his workmen throughout the course of their employment.

70.0 RETURNS OF LABOUR:

- (a) The Contractor shall if required by the Engineer deliver to the Engineer's representative or at his office a return in detail in such form and at such intervals as the Engineer may prescribe showing the numbers of the labour from time to time employed by the contractor on the Site.

71.0 LABOUR LICENCE:

- (a) The Contractor shall have to obtain a licence from Asstt. Labour Commissioner (Licensing Authority) within 15 days from the award of the Contract under Contract Labour (Regulation and Abolition) Act. 1970 and shall have to comply with all the provisions of the Act and Rules framed thereunder and shall ensure that no violations are pointed out by the Authorities under the Act.
- (c) The RA Bills of the contract shall not be released until the licence for the number of labour employed under Contract Labour (Regulation and Abolition) Act, 1970 has been produced by the Contractor to the office of the employer. Whenever the number is increased, the Contractor shall arrange to get such changes incorporated in the licence.
- (d) The Contractor shall make payment to their workmen in the presence of authorised representative of the Employer only, and obtain the required certificate regarding witnessing of payments.

72.0 WOMEN LABOUR:

The working hours of women labour employed by the Contractor/ tenderer shall conform to the relevant labour acts in force. They shall not be detained after 7,00 PM and employed before 6.00 AM and in no case employed during the night time.

- 73.0 EMPLOYMENT OF CHILDREN:
No child below the age of 18 years shall be employed. If children/young persons in the work premises are employed contravening the provision of the Factories Act, 1948 and rules framed thereunder, their agreement/ contract is liable to cancellation and/or termination without any compensation or notice.
- 74.0 ENTRY PASS:
All representatives and workers of Contractor shall possess the Entry Pass issued from the Security Deptt. and concerned Officer/Engineer shall have the right to refuse the Entrypasses to any worker or representative of the Contractor without assigning any reason. Permission to enter the Plant to any representative or worker of the Contractor may be suspended or withdrawn at any time by the Security Deptt. or concerned Officer/Engineer without assigning any reason. The Contractor(s) shall ensure that any gate pass issued to their workmen or representatives by authorities are not misused by the unauthorised persons for entry in the plant area/in specified area inside the plant.
- 75.0 SAFE CUSTODY OF ENTRY PASS:
The Contractor shall be governed by the following provisions for enforcing safe custody and proper use of gate passes that may be issued to him for entry into the Plant area:
- (a) it shall amount breach of rules and regulations regarding entry into a prohibited place by Contractors in case any entry passes issued on their demand are found to be misused by any unauthorised person (s).
 - (b) It shall also amount to breach of terms of the contract for which the employer reserves the right to terminate the contract at any stage at the risk and cost of the Contractor.
 - (c) Final payment would be made to the Contractor only after all the passes issued by the Security Department are surrendered to the Security Department for cancellation for which 'No Demand Certificate' should be obtained.
 - (d) In case of passes lost/ not surrendered for any reason an amount as fixed shall be levied as penalty before final payments are cleared or as amended from time to time. No Dues Certificate will not be issued unless all the statutory payments to contract labour including retrenchment benefits, gratuity etc. are paid and a copy of full and final payment Muster Roll duly witnessed by the nominee of employer is submitted to Welfare Dept. by the contractor The Contractor may be debarred in case he is found that he is not complying with the statutory provisions.
- 76.0 LIABILITY FOR ACCIDENTS AND DAMAGES:
76.1 The CONTRACTOR shall be responsible for loss or damage to the PLANT and provide new equipment and machineries in lieu of equipment/machineries lost/ damaged beyond repairs, free of cost until the PLANT is handed over after successful completion of performance guarantee test run.
- Notwithstanding the provisions in the CONTRACT, the CONTRACTOR shall not be responsible for any loss or damage to the PLANT or any part thereof if and to the extent that such loss or damage is not covered by insurance coverage such as War risk, provided the same is general exclusion of the policy of the EAR insurance. War Risks shall mean any of the following events occurring within India: War, hostilities, warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, civil war, rebellion, terrorism, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war.
- 76.2 The CONTRACTOR shall indemnify the IREL in respect of all damage or injury to any person or to any property (other than property forming part of the Work) and against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith which shall have been occasioned by the negligence of the CONTRACTOR or any SUB-CONTRACTOR, or by defective design (other than a design made, furnished or specified by the IREL and which the CONTRACTOR has disclaimed responsibility in writing within a reasonable time after receipt of the IREL's instructions), material or workmanship, any breach of the CONTRACTOR's obligations.
- 77.0 SAFETY CLAUSES:
Before commencement of the work, the Contractor will give an undertaking in writing that they would abide by the safety Rules and Regulations laid down by the organisation rigorously and any deviation from this would make them liable for action.
- (a) SAFETY CLEARANCE:
Along with contract document and job instructions from the contracting department, the Contractor will come to Safety & Training Deptt. where he will be further briefed and Contractor's Safety Management Policy will be explained. The Contractor will not be permitted to start the job without getting a written safety clearance from Safety & Training Deptt.
 - (b) SHUTDOWNS
The contracting department would take necessary shutdowns wherever there are hazards of gases, electricity, moving machinery, etc. The Contractor shall ensure that the shutdowns/ clearance are taken before sending workers in such locations.
 - (c) WORK AT HEIGHT
Whenever work at height is involved Contractor should obtain passes to work at height for these persons who will be required to work at height from Safety & Training Deptt.

- (d) **INJURY TO WORKMEN**
The Contractor after preliminary examination at PHC may take his injured workmen to his own Doctor with a permission from the Doctor at PHC at his own risk giving an undertaking to that effect in writing to the Doctor. He will, however, have to keep S&T Deptt. informed about the nature of the injury and the period for which the injured person is off duty on account of injury.
- (e) **RESPONSIBILITY FOR ACCIDENTS**
The Contractor shall be fully, responsible for accidents caused due to his or his agent's or workmen's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation for injuries and delay work due to these accidents.
- (f) **PRECAUTIONS & SUPERVISION:**
The Contractor shall take all safety precautions and provide adequate supervision in order to do the job safely and without damage to equipment.
- (g) **SAFETY CODE**
The Contractors shall strictly follow the IREL Safety Code and also the instructions issued by the Safety & Training Deptt. from time to time. Before starting the work, the Contractor shall meet the safety Officer and get himself familiar with the safety measures to be taken during the execution of the job. The contractor shall be personally responsible for the safety of his workmen and shall be liable for prosecution in case of any accident.
- (h) **OTHER ACTS RULES ETC.**
Notwithstanding the above clauses, there is nothing in these conditions to exempt the Contractor from the operations of any other Act or Rule in force in the Republic of India.
- (i) **FAILURE TO OBSERVE SAFETY RULES:**
Failure to observe the safety rules will make the Contractor liable to penalty by way of suspension of work, fine and termination of contract.
- (j) **SAFE USE OF VEHICLES:**
It will be entirely the responsibility of the Contractor to ensure that the vehicles are not driven with so high speed or in so reckless or rash manner as to cause accident or prove to be potential threat to the safety of the traffic. Where the speed limits have been fixed, they will be strictly adhered to by the Contractor's drivers who will also adhere to slow and safe driving inside the Plant and Township Area. Failure to comply with the above may result in termination of the contract.
- (k) **THEFT ETC.**
Similarly, if a driver or any staff of the Contractor is caught in theft case or in any unauthorised movement of materials or in the activity which is punishable under the law or not authorised by the Plant, the Contractor will bear the full responsibility for the loss and other consequences which may result to the Plant due to such illegal/ unauthorised acts besides the action to terminate the contract by the Plant.
- (l) **COMPENSATION :**
In case of accident or injury or damages caused by the Contractor's vehicle or staff to any person or property, the financial responsibility to compensate be borne solely by the Contractor and this amount may, at the discretion of the competent authority of IREL, be recovered from the bills or Security or other deposits of the Contractor.
- (m) **PRECAUTIONS FOR VEHICULAR TRAFFIC:**
Suitable safety precautions must be taken by the Contractor for his vehicular traffic at the level crossing/roads inside the Plant/ Township area. Contractors would be using those roads on their own risk and responsibility without any liability on the part of IREL Management.
- 78.0 **INSURANCE:**
- 78.1 **GENERAL:**
CONTRACTOR shall at his own expense arrange, secure and maintain insurance with reputed insurance companies to the satisfaction of the EMPLOYER as follows:
- CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of EMPLOYER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the EMPLOYER. However, irrespective of work acceptance the responsibility to maintain adequate insurance

coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.

Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by EMPLOYER, shall be to the account of CONTRACTOR.

CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the EMPLOYER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the EMPLOYER at least 60 (Sixty) days in advance regarding the expiry, cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the EMPLOYER. CONTRACTOR shall, however, be responsible for obtaining requisite licences, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to time.

All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, the EMPLOYER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts.

78.2 CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

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 EMPLOYER harmless for 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 Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the EMPLOYER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub-division thereof.

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB-CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Contract. 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's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, 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 payments and the CONTRACTOR shall secure the agreement of the SUB-CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.

The EMPLOYER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees' State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

ii) **WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:** Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance 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) **TRANSIT INSURANCE:**

In respect of all items to be transported by the CONTRACTOR to the SITE of WORK, the cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

iv) **COMPREHENSIVE AUTOMOBILE INSURANCE:**

This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including EMPLOYER's men and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the Employership of such vehicles.

v) **COMPREHENSIVE GENERAL LIABILITY INSURANCE:**

a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.

- b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees' State Insurance Act.
- c) The policy shall cover third party liability. The third party liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others' equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10 (ten) lakhs to death.
- d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.
- e) The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalised insurance company from any branch office at Project site.
- f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.
- vi) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER:
CONTRACTOR shall also carry and maintain any and all other insurance(s) which may be required under any law or regulation from time to time without any extra cost to EMPLOYER. He shall also carry and maintain any other insurance which may be required by the EMPLOYER.
- 79.0 General
- 79.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.
- 79.2 LOSSES DUE TO NON-COMPLIANCE OF INSTRUCTIONS:
Losses or damages occurring to the EMPLOYER owing to the CONTRACTOR's failure to adhere to any of the instructions given by the EMPLOYER in connection with the contract execution shall be recoverable from the CONTRACTOR.
- 79.3 RECOVERY OF SUMS DUE:
All costs, damages or expenses which the EMPLOYER may have paid, for which under the CONTRACT CONTRACTOR is liable, may be recovered by the EMPLOYER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the CONTRACTOR under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the CONTRACTOR be not sufficient to recover the recoverable amount, the CONTRACTOR shall pay to the EMPLOYER, on demand, the balance amount.
- 79.4 PAYMENTS, ETC. NOT TO AFFECT RIGHTS OF THE EMPLOYER:
No sum paid on account by the EMPLOYER nor any extension of the date for completion granted by the EMPLOYER shall affect or prejudice the rights of the EMPLOYER against the CONTRACTOR or relieve the CONTRACTOR of his obligation for the due fulfilment of the CONTRACT.
- 79.5 CUT-OFF DATES:
No claims or correspondence on this Contract shall be entertained by the EMPLOYER/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any).
- 79.6 PARAGRAPH HEADING:
The paragraph heading in these conditions shall not affect the construction thereof.
- 80.0 **RISK PURCHASE CLAUSE**
After award of the contract, if the tenderer fails to execute the work as per tender or at any time repudiates the order, IREL (India) Limited has the right to forfeit and invoke the security deposit and execute the order from other agencies at the risk and cost of the tenderer. The cost difference between the alternative arrangements and total contract value will be recovered from the tenderer along with other incidental charges. In case of execution of order through alternative sources and if price is lower, no benefit on this account will be passed on to the tenderer.