



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_1
Date of publishing of Tender document in IREL and CPP portal	13-01-2026 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/eprocure/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	13-01-2026, 13:00 Hrs
Bid Submission start date	13-01-2026,13:00 Hrs
Date of closing of bid for submission of Bids	03-02-2026, 10:30Hrs
Date & time of opening of Cover 1	04-02-2026,11:00Hrs
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

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 unresponsive.
- 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

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

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Signature and seal of the contractor

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.

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Signature and seal of the contractor

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,

Signature and seal of the contractor

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.

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Signature and seal of the contractor

- 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:

- 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'.
- 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.

.....
Signature and seal of the contractor

"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
---	---

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)

.....
Signature and seal of the contractor

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

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:

.....
Signature and seal of the contractor

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)

.....
Signature and seal of the contractor

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 Laboure's 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:		

GENERAL CONDITIONS OF CONTRACT (GCOC)

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Signature and seal of the contractor

10

Definitions:

a) "Employer" means IREL (India) Limited (IREL) having its registered office at Plot No. 1207, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai- 400028. The term Employer includes successors, assigns of IREL.

b) "Contractor" means the person or persons, firm or company whose tender has been accepted by the Employer and includes the Contractors' personal representatives, successors and permitted assignees.

c) "Engineer" means the representative of IREL or the other Engineer appointed from time to time by the Employer and notified in writing to the contractor to act as Engineer for the purposes of the contract in place of the said representative.

d) "Engineer's Representative" means any resident engineer or assistant of the Engineer or any other employee or agent appointed from time to time by the Employer or the Engineer to perform the duties set forth in Clause 1.5 hereof and whose authority shall be notified in writing to the Contractor by the Engineer.

e) "Work" shall mean and include all works specified or set forth and required in and by the specifications, drawing and schedule hereto annexed or to be implied therefrom or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the original specification, drawing and schedule) and also such additional instructions and drawings not in conformity as aforesaid as shall from time to time, during the progress of the work hereby contracted for, be supplied by the Employer.

f) "Contract" means the Invitation to tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Tender Schedule showing approximate quantities, quoted rates and amount against each item, Time Schedule, Letter of Intent/ Award, Tender and Contract agreement.

g) "Contract Price" means:
In the case of Lump sum Contracts, the price payable to the Contractor as mentioned in the Contract for each line item. Price is fixed & firm during the entire duration of contract subject to price reduction clause in case of delay in performance; however, price is subject to price variation clause as per special conditions of contract, if any.

In the case of Item Rate Contracts, Rates by the item rates quoted by the tenderer and accepted by the Company for the various items.

h) "Constructional Plant" means all appliances or things of whatsoever nature as required or about the execution, completion or maintenance of the Works or, Temporary Works (as hereafter defined) but does not include materials or other things intended to form or forming part of the permanent work or temporary housing, hutting, offices & Stores etc.

i) "Temporary Works" means all temporary works of every kind required in or about the execution, completion or maintenance of the works.

j) "Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

k) "Site" means the lands and other places envisaged by the Employer where the Works are to be executed or carried out.

l) "Letter of Intent" is an intimation by a letter to tenderer that tender has been accepted in accordance with the provisions contained in that letter.

m) "Approved" means approved in writing including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including aforesaid.

1.3 **Clause Headings or Marginal notes:** The Clause headings or marginal notes in these General Conditions shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

ENGINEER-IN-CHARGE:

The Engineer-in-charge shall represent and act on behalf of IREL at all times during the currency of the all notices, instructions, orders, certificates, approvals and all other communications under this Contract shall be given by the Engineer-in-charge, except as herein otherwise provided.

The Engineer-in-charge shall have authority for

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4.3.1.1

The Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

5.0

The Contractor shall enter into and execute a Contract Agreement in the form annexed hereto within the specified time in Letter of Intent/ Award and in default thereof the earnest money paid by the Contractor shall be forfeited and acceptance of his Tender shall be considered as withdrawn. The cost of the stamp fee of the agreement is to be borne and paid by the Contractor.

6.0

All modifications leading to changes in the CONTRACT with respect to technical or commercial aspects including terms of completion period shall be considered valid only when amendment to the CONTRACT is issued by the Employer.

The modification or amendment of the CONTRACT for an adjustment in the CONTRACTPRICE and/ or COMPLETION DATE in accordance with the applicable provision of the CONTRACT, if any, shall be subject to mutual agreement.

IREL shall not be bound by any printed conditions or provisions in the CONTRACTOR's bid forms or acknowledgement of CONTRACT and other documents which support to impose any condition at variance with or supplemental to CONTRACT.

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The CONTRACTOR in fixing his rate shall for all purpose whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of same. The correctness of the details, given in the Tender Document to help the CONTRACTOR to make up the tender is not guaranteed.

The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission there from shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS and SPECIFICATIONS at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he has to complete in accordance with the CONTRACT documents whatever be the defects, omissions or errors that may be found in the DOCUMENTS. The CONTRACTOR shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land,

water or air, and as to possible interruptions thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters affecting these works. He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc.

It is, therefore, expected that should the CONTRACTOR have any doubt as to the meaning of any portion of the CONTRACT DOCUMENT, he shall set forth the particulars thereof in writing to IREL in duplicate, before submission of tender. IREL may provide such clarification as may be necessary in writing to CONTRACTOR, such clarifications as provided by IREL shall form part of CONTRACT DOCUMENTS.

7.5 GENERAL INFORMATION:

- The total requirement of power shall be indicated by the tenderer along with his tender.

7.6 STANDARDS:

The goods and services supplied under this CONTRACT shall conform to the standards mentioned in the technical specifications and when no applicable standard is mentioned, CONTRACTOR shall follow best engineering practices.

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Signature and seal of the contractor

8.9 Neither CONTRACTOR nor IREL shall settle or compromise any suit or action without the written consent of the other, if settlement or compromise obliges the other to make any payment or part with any property or assume any obligations or surrender any rights or to be subjected to any injunction by reason of such settlement or compromise.

9.1 INDEMNIFICATION FOR LIABILITIES:

9.1.1.1 WORK, any EQUIPMENT

9.1.1.3 The performance of WORK, or as a result of personal injuries (including wrongful death);

9.1.1.5 Any breach of CONTRACT with any SUB-CONTRACTOR/VENDOR, provided, however, that CONTRACTOR shall not be required under this Clause to indemnify IREL for any liability arising out of or resulting from events or circumstances occurring or existing after PRELIMINARY ACCEPTANCE OF PLANT except where the liability arises from an act or omission of CONTRACTOR or any SUB- CONTRACTOR/VENDOR or any other Person directly or indirectly employed by either of them or anyone for whose acts either of them may be liable that was a contributory cause of such liability.

It is specifically understood that CONTRACTOR hereby accepts and assumes exclusive liability for and save and hold IREL harmless from and against of all Taxes arising from the performance of WORK, and all such Taxes shall be deemed to be included in CONTRACT PRICE, except for GST. GST at applicable rate is payable extra. Seller needto prepare E-Invoice under GST and submit monthly/ quarterly GST Return as per GST Rules. Failure to submit GST Return on time as per GST Rules may result into deductionof GST while processing Bills.

CONTRACTOR shall obtain from each SUB-CONTRACTOR/VENDOR, which is an affiliate, and shall use all reasonable efforts to obtain from each SUB-CONTRACTOR/ VENDOR, an indemnification materially similar in form and substance to Clause-9.1.1 and Clause-9.1.2 of which the IREL shall be named as beneficiary.

Except to the extent covered by insurance, all amounts payable and due by CONTRACTOR to IREL under this Clause shall be deducted from CONTRACT PRICE or any other amounts owed by IREL to CONTRACTOR hereunder. If such amounts payable by IREL to CONTRACTOR are less than the amounts payable and due by CONTRACTOR under this Clause, CONTRACTOR shall be liable to IREL for such excess and shall pay such amount to IREL immediately upon demand.

further agrees to hold IREL harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rule. IREL shall provide the necessary permits for CONTRACTOR's personnel to undertake any work in India in connection with CONTRACT.

Signature and seal of the contractor

10.0 WORK TO BE TO THE SATISFACTION OF ENGINEER:

11.0 PROGRAMME TO BE FURNISHED:

12.0 Contractors Superintendence:

13.0 CONTRACTOR'S EMPLOYEE:

- (a) Only such technical assistants and other staff as are skilled and experienced in their respective callings and such sub-agents, foreman and loading 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.

14.0 EXTRA SUPERVISION ON WORK:

14.1 EXTRA SUPERVISION ON WORK:

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15.0

SETTING-OUT OF THE WORKS:

16.0

USE OF EXPLOSIVES:

17.0

CARE OF WORKS:

17.1

17.2

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

(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.

19.1 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.

20.0 ACCIDENT OR INJURY TO WORKMEN:

- ## 21.0 WORKMEN'S COMPENSATION ACT:

22.0 GIVING OF NOTICE AND PAYMENT OF FEES:

- ## 22.2 COMPLIANCE WITH STATUTES REGULATIONS ETC.:

23.0 FOSSILS ETC.

Signature and seal of the contractor

24.(a) PATENT RIGHTS & ROYALTIES:

(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.

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.

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.

27.0 OPPORTUNITIES FOR OTHER CONTRACTORS:

28.0 SUPPLY OF PLANT, MATERIAL AND LABOUR:

29.0 DELAY IN OBTAINING MATERIALS BY THE EMPLOYER:

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30.0

On the completion of the work all rubbish, debris, vats tanks, materials, and temporary structures of any sort or kind used for the purpose of or connected with its construction are to be removed by the Contractor and all pits and excavations filled up and the site handed over in a tidy and workman like condition and no final payment in settlement of the account for the said work shall be held to be due or shall be made to the Contractor, till such site clearance shall have been effected by him, and such clearance may be made by the Engineer, at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice in writing from the Engineer to that effect. If it becomes necessary for the Engineer to have the site cleared as indicated above at the expense of the Contractor, the Employer shall under no circumstances, be held liable for any losses or damages to such of Contractor's property as may be on such site due to such removal there from which removal may be effected by means of public sale of such materials and property or in such way as seems fit and most convenient to the Engineer.

31.0

Notwithstanding anything contained to the contrary anywhere in this contract, wherever any materials for the execution of the contract are procured with the assistance of the Employer either by issue from Employer's stocks or purchase made under orders or permits or licenses issued by the Employer, the Contractor shall use the said materials economically and solely for the purpose of the contract and not dispose of them without the permission of the Employer, and if required by the Engineer shall return to the Employer all surplus or unserviceable materials that may be left with the Contractor after the completion of the contract or at its termination, for any reason whatsoever on being paid or credited such price as the Engineer shall determine, having due regard to initial cost and the condition of the materials at the time of such return thereof. The price to be allowed to the Contractor, however, shall not exceed the amount charged to him excluding the storage charge if any. The decision of the Engineer shall be final and conclusive. In the event of breach of the aforesaid condition, the Contractor shall in addition to making himself liable of action for contravention of the terms of the licences or permit and/or for criminal breach of trust) be liable to the Employer for payment of all moneys, advantages or profit resulting or which in the usual course would have resulted to him by reason of such breach.

WORK MATERIAL AND PLANT

32.0

All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication or on the Site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, quantity or weight of any material used and shall supply samples of materials before incorporation in the Works for testing as maybe selected and required by the Engineer.

Cost of samples: All samples shall be supplied by the Contractor at his cost.

Cost of tests: The cost of making any test in performance of his works shall be borne by the Contractor.

Cost of tests not provided for:

If any test is ordered by the Engineer which is either,

- a. not so intended or provided or
- b. is not so particularised for or
- c. though so intended or provided for is ordered by the Engineer to be carried by an independent person at any place other than the Site or the place of manufacture or fabrication of the materials tested. Then the cost of such test shall be borne by the Contractor if the test shows the workmanship of materials not to be in accordance with the provisions of the Contract or the Engineer's instructions but otherwise by the Employer.

33.0

The Employer/Engineer and any person authorised by him shall at all times have access to the Works and to the Site and to all workshops and places where work is being prepared or where materials, manufactured articles or machinery are being obtained for the Works and the Contractor shall afford every facility for and every assistance in or in obtaining thereof to such access.

34.0

34.1 The EMPLOYER or his representatives shall have their right to inspect and/or to test the goods to conform to the specifications laid down in the CONTRACT. The SPECIAL CONDITIONS OF CONTRACT and/ or the TECHNICAL SPECIFICATIONS shall specify what inspections and test the EMPLOYER requires and where they are to be conducted. The EMPLOYER shall notify the CONTRACTOR in writing of the identity of any other representatives retained for this purpose. Expediting by EMPLOYER's

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

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| 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 good's 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 abovestores.

(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

- 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 service rendered.

- Signature and seal of the contractor Page 47 of 56

61.3 UNFULFILLED OBLIGATION:

Notwithstanding the issue of the Maintenance certificate the Contractor and (subject to sub - clause (2) of this clause) the Employer shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract prior to the issue of the Maintenance Certificate which remains un-performed at the time such certificate is issued and for the purpose of determining the nature and extent of any such obligation, the contract shall be deemed to remain in force between the parties hereto.

62.0 URGENT REPAIRS:

If by reason of any accident or failure or other event occurring to in or in connection with the works or any part thereof either during the execution of the works or during the Period of Maintenances, any remedial or other work or repair shall in the opinion of the Engineer or the Engineer's representative be urgently necessary for security and the Contractor is unable or un-willing at once to do such work or repair, the Employer may by his own or other workmen do such work or repair as the Engineer or the Engineer's representative may consider necessary. If the work or repair so done by the Employer is work which in the opinion of the Engineer the Contractor was liable to do at his own expense under the contract, all cost and charges properly incurred by the Employer in so doing shall on demand be paid by the Contractor to the employer or may be deducted by the employer from any moneys due or which may become due to the Contractor. Provided always that the Engineer or the Engineer's representative (as the case may be) shall, as soon after the occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing.

63.0 RESOLUTION OF DISPUTES/ ARBITRATION:

63.1 The EMPLOYER and the CONTRACTOR shall make every effort to resolve amicably by direct informal, good faith negotiations any disagreement or dispute arising between them under or in connection with the Contract.

63.2 If, after thirty days from the commencement of such informal, good faith negotiations, the EMPLOYER and the CONTRACTOR have been unable to resolve the disagreement or dispute, the same shall be referred for resolution as per the formal mechanism as specified hereunder shall be applicable.

63.3 LEGAL CONSTRUCTION: The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the timebeing.

63.4 ARBITRATION:

a) All disputes and differences of any kind whatsoever arising out of or in connection with the contract or carrying out of the works (whether during the course of works or after their completion and whether before or after determination, abandonment or breach of contract) shall be referred to and settled by the person authorized and notified in writing by IREL who shall state his decision in writing. Such a decision may be in the form of a final certificate or otherwise and shall be made within a period of 30 days from the date of receipt of such reference to them.

b) If the CONTRACTOR is dissatisfied with the decision of such authorized person, then he may within 30 days of receipt of such decision send a written appeal to PURCHASER, represented by the Chairman and Managing Director at the registered office, Mumbai for the same to be referred to Arbitration by a Sole Arbitrator to be appointed by mutual consent and after due approval of CMD, IREL. The Arbitration proceedings shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996. It is made clear that this Arbitration Clause shall be applicable to any and all disputes and differences between the Parties arising out of and/or relating to this CONTRACT and the Parties shall be bound to refer the same to arbitration in accordance with the procedure contemplated herein.

c) If the period of 30 days under Clause (b) has expired at any stage, stipulated in the preceding paras without any response from the CONTRACTOR before such expiry, the CONTRACTOR is deemed to have communicated his satisfaction to the decision of IRELat the relevant stage and all his rights of further appeal or as the case may be, adjudicationare deemed to have been waived once and for all.

d) The seat of arbitration will be at Mumbai and the language thereof shall be English.

e) Notwithstanding the invocation, commencement and/or pendency any dispute resolution proceedings under this Clause 63 including arbitration under Clause 63.4, the CONTRACTOR shall continue to be bound by the provisions of the CONTRACT, if not terminated by the EMPLOYER, and shall be obligated to discharge its obligations under the CONTRACT including continuation of the WORK under the CONTRACT.

f) The CONTRACTOR shall not in any way delay or default or cause to delay or default the carrying out of the works by reason of the fact that any matter has been agreed to be referred to and / or referred to dispute resolution under Clause 63 including Arbitration under Clause 63.4.

- Signature and seal of the contractor

- 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

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.

- Signature and seal of the contractor

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.

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.

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

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 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.

iii) TRANSIT INSURANCE:

iv) COMPREHENSIVE AUTOMOBILE INSURANCE:

v) COMPREHENSIVE GENERAL LIABILITY INSURANCE:

Signature and seal of the contractor

