IREL-CHAVARA

1. निविदा निर्धारण घोषणा के साथ /Tender specifications including declaration

Laying road and providing water supply line at rehab land in Chavara village , Karithura.

IREL (India) Limited
(Formerly Indian Rare Earths Limited)
(A Government of India Undertaking)
CHAVARA, KOLLAM, KERALA 691 583
CIN: U15100MH1950GOI008187
GSTIN: 32AAACI2799F1ZN

Page No. 4 (containing 'Undertaking' and 'Declaration') and Page No. 32 (containing 'Bank/Remittance Details' and 'Registration Details' respectively) shall be filled in, signed, seal-affixed and submitted along with the bid.

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3. निविदा एवं अन्य व्यवसाय व्यवहार में एथिक्स /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 VS Marg, Prabhadevi, Mumbai 400 028 Ph: 022-24225778 Email: cmd@irel.co.in	Chief Vigilance Officer IREL (India) Limited, 1207 VS Marg, Prabhadevi, Mumbai 400 028 Ph: 022-24221068 Email: cvo@irel.co.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 except your commitment to the undertaking and its violation will have consequences as per prevailing rule of the Company.

सधन्यवाद/Thanking you,

कृते आईआरईएल(इंडिया) लिमिटेड
For IREL (India) Limited

HoD (Commercial)

तारीख /Date:

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4. वचन /UNDERTAKING

Date:

To,

M/s.IREL (India) Ltd.,
1207, V.S. Marg, Prabhadevi
Mumbai 400 028.

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

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

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

Signature……………………………..
Name…………………………………..
Title…………………………………..
Name of the Company and Address (with Seal)…………………………………………..

= =

5. घोषणापत्र /DECLARATION

I/ We have remitted Rs. ……………….(……………………………………………………………………………..) towards Tender document cost and Earnest Money Deposit vide BG / DD No…………………………….. dated……………………. and proof of which are enclosed in separate cover.

I/ We have read and understood and completely satisfied myself/ourselves of all terms and conditions of the tender and hereby agree to accept responsibility to carry out the supply at the rates indicated in the price schedule.

Signature of the tenderer

Full address:

Place:

Date:

6. अनुबंध की सामान्य शर्तें /General Condition of Contract (GCOC)

6.1 **Definitions:** In the contract (as hereinafter defined), the following 'words' and 'Definitions' expression shall have the meaning hereby assigned to them except where the context otherwise requires:

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

6.1.2 **"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.

6.1.3 **"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.

6.1.4 **"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.

6.1.5 **"Work"** shall mean and include all works specified or setforth 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.

6.1.6 **"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.

6.1.7 **"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 tendered and accepted by the Company for the various items.

6.1.8 **"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.

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

6.1.10 **"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.

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

6.1.12 **"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.

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

6.1.14 **Singular &Plural :** Words importing the singular only also include the plural and vice versa where the context requires.

6.1.15 **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.

6.1.16 **Specification:** The term "Specification" shall mean schedules, detailed designs, statements of technical data, performance characteristics and all such particulars mentioned as such in the contract. In the absence of any specific specifications issued by the Employer, the specifications issued by the BIS will apply.

6.1.17 **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

- General supervision, follow up of supply and direction of the Works
- Direction to stop the Works whenever such stoppage may be necessary to ensure the proper execution of the works
- To reject all Works and Materials which do not conform to the contract specifications.

The Engineer-in-charge shall have no authority to relieve the CONTRACTOR of any of his duties or obligations under the contract nor except as expressly provided here-in-under or elsewhere in the Contract to order any work involving delay or any extra payment by IREL or to make any variation of or in the Works.

6.2 **ASSIGNMENT AND SUB-LETTING:**

6.2.1 The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or thereunder (other than a charge in favour of the Contractor's Bankers of any money due or to become due under this Contract) without the prior written consent of Employer.

6.2.2 The Contractor shall not sub-let the whole or part of the Works except where otherwise provided by the Contract, and even then only with the prior written consent of the Employer and such Consent if given shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any Sub-contractor, his agents, servants or workmen as fully as if they were the

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acts, defaults or neglects of the Contractor, his agents, servants or workmen Provided always that the provision of labour on a piecework basis shall not be deemed to be a sub- letting under this clause.

6.2.3 **CONTRACTOR** shall supervise and direct the work of all **SUB-CONTRACTORS** and shall be responsible for co-coordinating their work. If **CONTRACTOR** fails to correct, or commence to correct and execute the correction with due diligence of deficient or defective work performed by any **SUB-CONTRACTOR** within reasonable time (provided it doesn't materially impact safe operation of plant), after receipt by **CONTRACTOR** of a notice from **EMPLOYER** with respect thereto. **EMPLOYER** may (but shall not be obligated to), after seven days following receipt by **CONTRACTOR** of an additional notice, and without prejudice to any other right or remedy take all reasonable steps to remedy such defective or deficient work at risk and cost of **CONTRACTOR**.

6.2.4 **CONTRACTOR** shall require all **SUB-CONTRACTORS** to perform in accordance with the relevant requirements of the **CONTRACT** including **FINAL PROPOSAL**, all **APPLICABLE LAWS** and **APPLICABLE PERMITS**, Prudent Utility Practice, Good Engineering Practices, the requirements of the NIT, and all Warranties of **SUB-CONTRACTORS/SUBVENDORS** and Manufacturers and all insurance policies relating to the PLANT or the WORK.

6.2.5 **CONTRACTOR** shall be solely responsible for paying each SUB-CONTRACTOR and any other person to whom any amount is due from CONTRACTOR for services, equipment, construction equipment, materials or supplies otherwise related to the PLANT or the WORK.

6.2.6 **CONTRACTOR** shall take all reasonable steps and actions to ensure that such services, equipment, construction equipment, materials and supplies and the like have been or will be received, inspected and approved and that such services have been or will be properly performed.

6.2.7 **EMPLOYER** shall not be deemed by virtue of the CONTRACT to have any contractual obligation to or relationship with any SUB-CONTRACTOR.

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6.3 EXTENT OF CONTRACT:

The Contract comprises the construction, completion and maintenance of the works and except in so far as the contract otherwise provides, the provision of all labour, materials, constructional plant, temporary works and everything whether of a temporary or permanent nature required in and for such construction, completion and maintenance.

6.4 CONTRACT DOCUMENTS:

6.4.1 **CUSTODY OF DRAWINGS:**The drawings shall remain in the sole custody of the Engineer but two copies thereof shall be furnished to the Contractor free of cost. The Contractor shall provide and make at his own expense any further copies required by him. On the completion of the contract, the Contractor shall return to the Engineer all drawings provided under the contract, The Contractor shall give adequate notice in writing to the Engineer or Engineer's representative, of any further drawings or specifications that may be required for the execution of the works or otherwise under the contract.

6.4.2 **ONE COPY OF DRAWINGS TO BE KEPT ON SITE:** One copy of the drawings furnished to the Contractor as aforesaid shall be kept by the Contractor on the site and the same shall at all reasonable time be available for inspection and use by the Engineer and the Engineer's representative and by any other person authorised by the Engineer in writing.

6.4.3 **FURTHER DRAWINGS AND INSTRUCTION:** 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.

6.5 CONTRACT AGREEMENT: 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 there of 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.

6.6 MODIFICATIONS IN CONTRACT: 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 CONTRACT PRICE 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.

6.7 USE OF CONTRACT DOCUMENTS AND INFORMATION:

6.7.1 The **CONTRACTOR** shall not, without the IREL's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the IREL in connection therewith, to any person other than a person employed by the CONTRACTOR in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

6.7.2 The **CONTRACTOR** shall not without the IREL's prior written consent, make use of any document or information enumerated in Clause 7.1 except for purpose of performing the CONTRACT.

6.7.3 Any document other than CONTRACT, itself, enumerated in Clause 7.1 shall remain the property of the IREL and shall be returned (all copies) to the IREL on completion of the CONTRACTOR's performance under the CONTRACT, if so required by the IREL.

6.7.4 **CONTRACTOR TO INFORM HIMSELF FULLY**: 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 schedules 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.

Any neglect or omission or failure on the part of the CONTRACTOR in obtaining necessary and reliable information upon the foregoing or any other matters affecting the CONTRACT shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and times in strict accordance with the CONTRACT.

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.

No verbal agreement or inference from conversation with any effect or employee of the IREL before, during or after the execution of the CONTRACT AGREEMENT shall in any way affect or modify and of the terms or obligations herein contained. Any change in layout due to site conditions or technological requirement shall be binding on the CONTRACTOR and no extra claim on this account shall be entertained.

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6.7.5 **GENERAL INFORMATION:**

6.7.5.1 Location of Site: The proposed location of Project site is defined in the Special Conditions of Contract.

6.7.5.2 **Access by Road: CONTRACTOR,** if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The CONTRACTOR shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The CONTRACTOR shall also facilitate the construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make allowance in his tender for any inconvenience he anticipates on such account. Non-availability of access roads, railway siding and railway wagons for the use of the CONTRACTOR shall in no case condone any delay in the execution of WORK nor be the cause for any claim for compensation against the EMPLOYER.

6.7.5.3 **Scope of Work:**The scope of WORK is defined in the Technical Part of the tender document. The CONTRACTOR shall provide all necessary materials, equipment, labour etc. for the execution and maintenance of the WORK till completion unless otherwise mentioned in the Tender Document.

6.7.5.4 **Water Supply:**Contractor will have to make his own arrangements for supply of water to his labour camps and for works. All pumping installations, pipe network and distribution system will have to be carried out by the Contractor at his own risk and cost. Alternatively, IREL at his discretion may endeavour to provide water to the Contractor at its source of supply provided the Contractor makes arrangement for pipe networks from source of supply and such distribution pipe network shall have prior approval of the Engineer-in-Charge so as not to interfere with the layout and progress of the other construction works. In such case, the rate for water shall be deducted from the running account bills (Subject to rate of deduction specifically mentioned in the tender, if any). However, IREL does not guarantee the supply of water and this does not relieve the Contractor of his responsibility in making his own arrangement and for the timely completion of the various works as stipulated.

6.7.5.5 **Power Supply:** Subject to availability, IREL will supply power at 400/440 V at only one point at the nearest sub-station, from where the CONTRACTOR will make his own arrangement for temporary distribution. The point of supply will not be more than 500 m away from the CONTRACTOR'S premises. All the works will be done as per the applicable regulations and passed by the ENGINEER-IN-CHARGE. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the CONTRACTOR will re-route or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to IREL which should be in the custody and control of the IREL. The cost of power supply shall be payable to IREL every month for Construction Works which would be deducted from the running account bills (subject to rate of deduction specifically mentioned in the tender, if any). IREL shall not, however, guarantee the supply of electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply of electricity will be admissible.

It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions, i.e., as per the Central/State Electricity Acts and Rules etc. The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the ENGINEER-IN-CHARGE for his approval, before power is made available.

At all times, IEA regulations shall be followed failing which the IREL has a right to disconnect the power supply without any reference to the CONTRACTOR. No claim shall be entertained for such disconnection by the ENGINEER-IN-CHARGE. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.

The IREL is not liable for any loss or damage to the CONTRACTOR's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the CONTRACTOR arising therefrom.

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

6.7.5.6 **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.

6.7.5.7 **PRIORITY OF CONTRACT DOCUMENTS:** Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained

and adjusted by the ENGINEER-IN-CHARGE who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows :

- ► The Contract Agreement;
- ► The Letter of Acceptance;
- ► The Instructions to Bidders(ITB);
- ► Special Conditions of Contract (SCC);
- ► General Conditions of Contract (GCC)
- ► Any other document forming part of the Contract.

Works shown in the DRAWING but not mentioned in the SPECIFICATIONS or described in the SPECIFICATIONS without being shown in the DRAWINGS shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the DRAWINGS and described in the SPECIFICATIONS.

6.7.5.8 **SPECIAL CONDITIONS OF CONTRACT:** Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

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

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6.8 PATENT INFRINGEMENT:

6.8.1 CONTRACTOR shall at all times, indemnify and keep indemnified IREL against all claims or suits and defend, at its own cost, any suit or action brought against IREL and hold IREL free and harmless against all costs of such claims or suits which may be made against IREL in respect of any infringement of any rights protected by patent, copyright, trademarks, and trade secrets to the extent that such claim, suit, or action is a result of the use of CONTRACTOR's technical Information for the construction, maintenance, and operation of PLANT and the use of CONTRACTOR's and/or any other process, licenser's processes used in PLANT. IREL shall pass on all claims made against it to CONTRACTOR for settlement.

6.8.2 CONTRACTOR declares that to the best of his knowledge and belief the use of CONTRACTOR's Technical Information for the construction, maintenance, and operation of PLANT and the use of CONTRACTOR's processes used in PLANT will not infringe any valid patent rights of a third party. However, if at any time such infringement arises, CONTRACTOR agrees to keep IREL indemnified and harmless against such claims and costs thereof and make arrangements that will allow IREL to continue the operation of PLANT.

6.8.3 IREL shall promptly advise CONTRACTOR in writing of any claim of infringement or any action for infringement of patents brought against it by a third party and based upon the use of CONTRACTOR's Technical Information. If such use is in accordance with instructions given in writing by CONTRACTOR, CONTRACTOR shall undertake the defence, or assist IREL in the defence, of the claim or suit up to final judgment or settlement.

6.8.4 CONTRACTOR shall undertake the defence on behalf of IREL and shall have sole charge and direction of the defence, and shall bear all costs related thereto. CONTRACTOR shall further hold IREL harmless from any damages or other sums that may become payable by IREL under a final judgment or settlement. However, IREL shall render to CONTRACTOR all reasonable assistance that may be required by CONTRACTOR in the defence, and shall have the right to be represented therein by advisory counsel of its own selection and at its own expense.

6.8.5 In addition to the measures specified in Clause-8.4, CONTRACTOR may further, at its option, however, in reasonable consultation with IREL, seek to abate the alleged infringement by modification of PLANT or its operation without adversely affecting the performance and/or secure for IREL immunity from suit for infringement. In such case, CONTRACTOR shall bear/ reimburse IREL all costs related to the said modification and to the said immunity.

6.8.6 In the event that IREL is legally restrained from operating PLANT on account of any infringement action or suit, CONTRACTOR shall take all possible actions to assist IREL to operate and use PLANT, is so far his area of operation is concerned.

6.8.7 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.

6.9 INDEMNITIES:

6.9.1 INDEMNIFICATION FOR LIABILITIES:

6.9.1.1 CONTRACTOR INDEMNIFICATION FOR LIABILITIES: To the fullest extent permitted by Law, CONTRACTOR assumes liability for and agrees to indemnify, protect, save and hold harmless IREL from and against any and all Liabilities (including, any strict liability), arising out of acts or omissions of CONTRACTOR or its personnel or its agents in the performance of its obligations under the CONTRACT causing bodily injury, sickness, disease or death, damage to or loss of any property, and whether or not involving damage to WORKS or SITE that may be imposed on, suffered or incurred by or asserted against IREL and in any way relating to or arising out of

i. WORK, any EQUIPMENT

ii. the presence, discharge, treatment, storage, transportation, disposal, escape or release of any Hazardous Substance, or the threat thereof, at, to or from SITE after commencement of work (any hazardous substance already existing at SITE before commencement of WORK excluded)

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

iv. the violation by CONTRACTOR or any SUB-CONTRACTOR/ VENDOR of any Government Approval or applicable Law;

v. 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.

6.9.1.2 CONTRACTOR INDEMNIFICATION FOR TAXES: 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 need to 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 deduction of GST while processing Bills.

6.9.1.3 INDEMNIFICATION BY SUB-CONTRACTOR/VENDOR: 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-6.10.1.1 and Clause-6.10.1.2 of which the IREL shall be named as beneficiary.

6.9.1.4 PAYMENT OF AMOUNTS UNDER THIS CLAUSE: 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 here under. 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.

6.9.1.5 PERMITS AND CERTIFICATES: CONTRACTOR shall procure, at its expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in force at the place where any of the works is to be performed, and CONTRACTOR 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.

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

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

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

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

6.13 CONTRACTOR'S EMPLOYEE :The Contractor shall provide and employ on the Site in connection with execution and maintenance of the Works.

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

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

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

6.15 SETTING-OUT OF THE WORKS: The Contractor shall be responsible for the true and proper setting out of the Works and the correctness of the position levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instrument appliances and labour in connection therewith. If at any time during the progress of the works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor on being required so to do by the Engineer or Engineers representative shall at his own expense rectify such error to the satisfaction of the Engineer or Engineer's representative unless such error is based on incorrect data supplied in writing by the Engineer or the Engineer's representative in which case the expense of rectifying the same shall be borne by the Employer. The

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checking of any setting out or of any line or level by the Engineer or the Engineer's representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench marks, site rails, pegs and other things used in setting out the works.

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

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

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

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

6.18 USE OF LAND & BUILDINGS

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

6.19 DAMAGES TO PERSONS AND PROPERTY:

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

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

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

6.20 ACCIDENT OR INJURY TO WORKMEN:

a. The employer shall not be liable for or in respect of any damages or compensation payable as peror otherwise in respect of or in consequence of any accident or injury to any workmen or other persons in the employment of the Contractor or any Sub-Contractor and the Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect thereof in relation there to.

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b. The Contractor shall forthwith report all accidents and injuries as a result of his contractual work to the employer or his representative.

6.21 WORKMEN'S COMPENSATION ACT:

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

6.22 GIVING OF NOTICE AND PAYMENT OF FEES:

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

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

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6.23 FOSSILS ETC.: All fossils, coins, articles, value of antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the works shall as between the employer and the Contractor be deemed to be the absolute property of the Employer and the Contractor shall take reasonable precautions to prevent, his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Engineers representative of such discovery and carry out at the expense of the employer the engineer's Representative's orders as to the disposal, removal or otherwise of the same.

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

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

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

6.26 a) EXTRAORDINARY TRAFFIC:

The Contractor shall use every reasonable means to prevent any of the highways and bridges communicating with or on the routes to the site from being damaged or injured by any traffic of the Contractor or any of his Sub-Contractors and in particular shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the site shall be limited as far as reasonably possible and so that no unnecessary damage or injury may be occasioned to such highways and bridges. For any damage caused by the breach hereof, the Contractor shall be solely responsible.(

b) WATERBORNE TRAFFIC:

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

6.27 OPPORTUNITIES FOR OTHER CONTRACTORS:

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

6.28 SUPPLY OF PLANT, MATERIAL AND LABOUR:

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

6.29 DELAY IN OBTAINING MATERIALS BY THE EMPLOYER:

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

6.30 SITE CLEARANCE ON COMPLETION OF WORK:

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

6.31 RETURN OF SURPLUS MATERIALS:

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.

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WORK MATERIAL AND PLANT

6.32 QUALITY OF MATERIAL & WORKMANSHIP AND TESTS: 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 may be 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.

6.33 ACCESS TO SITE: 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 the right to such access.

6.34 INSPECTION, TESTING AND EXPEDITING:

6.34.1 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.

6.34.2 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.

6.34.3 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'.

6.34.4 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.

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

6.35 EXAMINATION OF WORK BEFORE COVERING UP:

6.35.1 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.

6.35.2 **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 sub clause(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.

6.36 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 (not withstanding 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.

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6.37 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.

6.38 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.

6.39 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 62thereof or where it affects the whole Works as an abandonment of the Contract by the Employer.

6.40 ISSUE OF OTHER MATERIALS FROM IREL STORES:

a. 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.
b. Recovery Rates:
c. 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.
d. Handling Conveyance etc:
e. 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.
f. Proper accounting:
g. 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.
h. Excess/misuse:
i. Steel drawn in excess or misused will be charged at 100% overissue/recovery rates as stipulated in the contract.
j. Surplus stock:
k. No claim will be entertained for non-supply or delay in supply of any or all the above stores.
l. 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

6.41 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.

6.42 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.

6.43 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.

6.44 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 as not bound to take in to 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.

6.44.1 **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.

6.44.2 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.

6.44.3 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.

6.45 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.

6.46 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.

6.47 LIQUIDATED DAMGES 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.

If separate period of completion is specified for certain item of work or group of items of work, at the time of issuing the order, the LD can be levied on the total value of item of work or group of items of work which are completed beyond the agreed contract period. This aspect should be brought out in the tender document.

6.47.1 **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.

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6.48 FORCE MAJEURE:

6.48.1 Force majeure is an event beyond the control of contractor and not involving the contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser/contractor either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes or any other event which IREL may deem fit to consider so. The decision about force majeure shall rest with IREL which shall be final and binding.

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

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

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

6.49 CERTIFICATE OF COMPLETION OF WORK:

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

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6.50 MAINTENANCE AND DEFECTS:

6.50.1 **DEFINITION OF PERIOD OF MAINTENANCE:**

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

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

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

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

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

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

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

6.51 CONTRACTOR TO SEARCH:

The Contractor shall if required by the Engineer in writing search or the cause of any defect in perfection or fault under the directions of the Engineer. Unless such defect, imperfection or fault shall be one for which the Contractor is liable under the contract, the cost of the work carried out by the Contractor in searching as aforesaid shall be borne by the Employer. But if such defect, imperfection or fault shall be one for which the Contractor is liable as aforesaid the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case repair, rectify and make good such defect, imperfection or fault at his own expense in accordance with the provisions of Clause 50 hereof.

6.52 ALTERATIONS, ADDITIONS AND OMISSIONS:

6.52.1 **VARIATIONS**

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

(a) Increase or decrease the quantity of any works included in the contract.
(b) Omit any such work
(c) Change the character or quality or kind of any such work

(d) Change the levels, lines position and dimensions of any part of works and
(e) execute additional work of any kind necessary for the completion of the works and no such variation in any way vitiate or invalidate the contract but the value (if any) of all such variations shall be taken into account in ascertaining the amount of the contract price.

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

6.53 VALUATION OF VARIATIONS:

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

6.53.2 **POWER OF ENGINEER TO FIX RATES:**

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

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

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

6.53.3 **CLAIMS:**

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

6.53.4 **EXTRA ITEM:**

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

6.54 PROPERTY IN MATERIALS:

6.54.1 If the specification or estimate of the work provides for use of any special description of materials to be supplied from the Engineer's store, or if it is required that the Contractor shall use certain stores to be provided by the Engineer (such materials and stores, and Plants and the prices to be charged therefore, as here-in-after mentioned being so far as practicable for the convenience of the Contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed), the Contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only, this being calculated out from specifications, drawing etc. and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the Contractor under the contract, or otherwise, or against or from the security deposit or the proceeds of sale thereof if the same is held in Government securities, the same or a sufficient portion there of being in this case to fulfil the purpose. All materials supplied to the Contractor shall remain in the absolute property of Employer and shall not on any account be removed from the site of the work and shall at all times be open to inspection by the Engineer.

Any such materials unused and in perfectly good condition at the time of the completion of determination of the contract shall be returned to the Engineer store. If by a notice in writing under his hand he shall so require but the Contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid during being unused by him or for any wastage in or damages to any such materials.

6.54.2 MATERIALS OBTAINED FROM DISMANTLEMENT & EXCAVATION ETC:

Contractors in the course of their works, should understand that all material (e.g. store and other materials obtained in the work of dismantling, excavation, etc. will be considered Employer's property) and issued to the Contractor (if they require the same for their own use) at rates approved by him. If these materials are not required by them they will be disposed of to the best advantage of Employer.

6.54.3 RELICS, GOLD, SILVER FOUND IN OR UPON THE SITE:

All gold, silver, oil and other minerals of any description and precious stones, coins, treasures, relics, antiquities and other similar things which shall be found in or upon the site shall be the property of the Employer, and the Contractor shall duly preserve the same to the satisfaction of Employer and shall, from time to time deliver the same to such person or persons as the Employer may appoint to receive the same.

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6.55 NO APPROVAL BY VESTING:
The operation of the Clause numbered 62 shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Engineer

MEASUREMENT

6.56 QUANTITIES:
The quantities set out in the Tender Schedule are the approximate estimated quantities of the work but they are not to be taken as the actual and correct quantities of the works to be executed by the Contractor in fulfilment of his obligations under the Contract. Any item may be omitted or altered and no claim for compensation will be entertained on this account or for any variation however substantial it may be in the Tender Schedule.

6.57 WORKS TO BE MEASURED:
The Engineer shall except as otherwise stated ascertain and determine by measurement the value in accordance with the Contract of work done in accordance with the contract. He shall when he requires any part or parts of the Works to be measured give notice to the Contractor's authorised agent or representative who shall forthwith attend or send a qualified agent to assist the Engineer or the Engineer's representative in making such measurement and shall furnish all particulars required by either of them. Should the Contractor not attend or neglect or omit to send such agent then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the work. For the purpose of measuring such permanent work as is to be measured by record drawings, the Engineer's representative shall prepare record drawing month by month of such work and the Contractor as and when called upon to do so in writing shall within 14 days attend to examine and agree such record drawings, with the Engineer's representative and shall sign the same when so agreed and if the Contractor does not so attend to examine and agree any such record drawings they shall be taken to be correct. If after examination of such record drawings the Contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct unless the Contractor shall within 14 days of such examination lodge with the Engineer's representative for decision by the Engineer's notice in writing of the respects in which such record drawings are claimed by him to be incorrect. The Contractor shall be paid for the quantities resulting from measurement of the executed work.

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6.58 MODE OF MEASUREMENT FOR CIVIL WORKS:
The mode of measurement shall be as per Indian Standard 1200 latest, subject to the following:
(a) In case the mode of measurement is not covered by the said Indian Standard for a particular item, the method of measurement 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

6.59 PAYMENT FOR WORK DONE

6.59.1 100% 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.

6.59.2 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.

6.59.3 **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.

6.59.4 **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 copy of the Completion Certificate issued by the Engineer.
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.

6.59.5 **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 confirm to the specifications of the contract an 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.

6.59.6 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.

6.59.7 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.

6.59.8 RETENTION MONEY (IF PROVIDED FOR SUBMISSION IN THE TENDER):

As and by way of additional security from every progressive on account bill of the Contractor, prescribed percent of the value of the work executed shall be deducted as Retention money and kept as security deposit until the total of the amount so deducted plus the initial security (including the Earnest money) already deposited will equal the prescribed security.

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6.59.9 **SET-OFF:**

(a) Any sum of money due and payable to the Contractor (including security deposit returnable to him) may be appropriated/ retained/ withheld and/or set off by the Employer or Government against any claim of the Employer or Government or such other person or persons for the payment of a sum of money arising out of or under this contract or other contracts made by Contractor with the employer or Govt. or such other person or persons.

(b) The Employer will be at liberty to recoup any damage/loss suffered as a result of any action on the part of the Contractor.

6.59.10 **DEDUCTIONS FROM CONTRACT PRICE**:

All costs, damages or expenses which the EMPLOYER may have paid for which, under the CONTRACT, the CONTRACTOR is liable, will be claimed by the EMPLOYER. All such claims shall be billed by the EMPLOYER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within fifteen days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the EMPLOYER may then deduct the amount from any bill due or becoming due by him to the CONTRACTOR under the CONTRACT or may be recovered by action of law or otherwise, if the CONTRACTOR fails to satisfy the EMPLOYER of such claims.

6.59.11 **TAXES APPLICABLE TO CONTRACTOR'S MANPOWER, TURNOVER, EQUIPMENT ETC.**

The CONTRACTOR shall be solely responsible for all taxes that may be levied on the CONTRACTOR's turnover & profit or on the earnings of any of his employees or personnel engaged by him and shall hold the EMPLOYER indemnified and harmless against any claims that may be made against the EMPLOYER in this behalf. The EMPLOYER does not undertake any responsibility whatsoever regarding any taxes levied on CONTRACTOR and/or his personnel by Centre/ State/ Local Authorities.

6.59.12 **DEDUCTION OF INCOME TAX AT SOURCE:**

Income Tax on the gross amount billed will be deducted from Contractor's bills as per Section 194 (C) of the Income Tax Act. In case of contract for consultancy or professional services Tax deduction at source as per Section 194 J. will be carried out

6.59.13 **OVER PAYMENTS / UNDER PAYMENTS DETECTED DURING TECHNICAL AUDIT:**

The Company reserves the right to carry out post-payment audit and technical examination of the running/ final bill including all supporting vouchers etc. The Company also reserves the right to propose recoveries detected by CVC (Central Vigilance Commission) based on their audit and observations of works / bills etc. The Company further reserves the right to enforce recovery of any over payment when detected, notwithstanding the fact the amount of running / final bill may be included by one of the parties as an item of dispute before an arbitrator appointed and notwithstanding the fact that the amount of running / final bill figures in the arbitration award.

If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the Contractor under the contract, the Company from the Contractor shall recover it, or if any under payment is discovered, the amount shall be duly paid to the Contractor by the Company.

6.60.0 **APPROVAL BY MAINTENANCE CERTIFICATE:**

No certificate other than the maintenance certificate referred to in clause 61 here of shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as admission of the due performance of the contract or any part here of or of the accuracy of any claim or demand made by the contractor or of additional or varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.

6.61 MAINTENANCE CERTIFICATE:

6.61.1 The contract shall not be considered as completed until a maintenance certificate shall have been signed by the Engineer and delivered to the Employer stating that the Works have been completed and maintained to his satisfaction. The maintenance certificate will be given by the Engineer twenty - eight days after the expiration of the Period of maintenance (or if different Periods of maintenance shall become applicable to different parts of Works the expiration of the latest such period) or as soon thereafter as any works ordered during such Period pursuant to Clause 50 and 51 hereof shall have been completed to the satisfaction of the Engineer and full effect given to this Clause notwithstanding any previous entry on the Works of taking possession, working or using thereof or any part thereof by the Employer.

6.61.2 **CESSATION OF EMPLOYER'S LIABILITY**

The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or the execution of the Works Unless the Contractor shall have made a claim in writing in respect thereof before the giving of the maintenance certificate under this Clause.

6.61.3 **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.

6.62.0 **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 to 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.

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6.63 RESOLUTION OF DISPUTES/ ARBITRATION:

6.63.1 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.

6.63.2 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.

6.63.3 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 time being.

6.63.4 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 IREL at the relevant stage and all his rights of further appeal or as the case may be, adjudication are deemed to have been waived once and for all.

d) The seat of arbitration will be at **Kollam, Kerala** 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.

6.63.5 **JURISDICTION:**

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

6.64 ACTS OF PARLIAMENT, LOCAL AND OTHER AUTHORITIES AND BYE-LAWS

6.64.1 COMPLYING WITH REGULATIONS:

6.64.1.1 Throughout the execution of the WORK, the CONTRACTOR shall comply with the requirements of all applicable laws and regulations, bye-laws or orders made there under and to the requirements of public, municipal and other authorities in any way affecting or applicable to the work. IREL shall, when requested by the CONTRACTOR, give all reasonable assistance to the CONTRACTOR in obtaining information concerning local conditions.

6.64.1.2 Before making any departure from the specification or drawings which may be necessary to conform to such requirements, the CONTRACTOR shall give the IREL written notice specifying the departure proposed to be made and the reason for making it and applying for instructions thereon. If the CONTRACTOR does not receive such instructions within thirty (30) days, he shall conform to those requirements and inform the IREL accordingly.

6.64.1.3 The Contractor shall remain liable for the payments of all wages or other money to his employees or labourers under the Minimum Wages Act, Payment of Wages Act, Employees Liability Act, Workmen's Compensation Act, PF and ESI Act or any other enactments and rules made applicable from time to time. The Contractor shall also comply with the provisions of the Apprenticeship Act, Contract Labour Regulation and Abolition) Act and the Rules and Orders issued there under from time to time. The Contractor shall be liable to pay the wages directly to the workmen employed by him on the Works.

6.64.1.4 It is obligatory on the part of the Contractor to forward the declaration forms to the ESI authorities for issue of ESIC numbers, make timely contribution towards ESI and PF in accordance with the provisions of relevant acts from time to time in respect of labour engaged by him for all the works executed in the Company. The Contractor should contact the jurisdictional ESI and PF authorities and ensure to observe all formalities such as maintenance of muster rolls, opening of identification cards, making remittance etc. The Contractors / firms / establishments shall remit the PF and ESI contributions in their respective codes. However, in such cases, copies of muster roll, wage register, ESI / PF remittance, copies of the returns shall be furnished to the Engineer for verification and records while preferring bills.

6.64.1.5 The Contractor shall ensure compliance of any other laws, bye-laws, Acts. Statues, Rules & Regulations framed there under as appreciable in relation to its employees/workmen and establishments in mandatorily, even though not explicitly mentioned here. It shall be the responsibility of the Contractor to get itself acquainted about them adequately.

6.65 BREACH OF TERMS, SUSPENSION AND TERMINATION:

6.65.1 BREACH OF TERMS:

Breach of any of the terms of the Contract, the EMPLOYER shall be entitled, without prejudice to any and all other remedies available to it, without incurring any liability what-so-ever, to fore-bear from doing such acts or fulfilling such obligations as are to be done or fulfilled by it here under until the CONTRACTOR on terms herein makes good the said breach;

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6.65.2 SUSPENSION:

6.65.2.1 IREL may suspend the Works in whole or in part at any time by giving the CONTRACTOR a notice in writing, if the CONTRACTOR shall be in breach of this Contract or shall fail to perform any of its obligations under this Contract, including the carrying out of the Works; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the CONTRACTOR to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the CONTRACTOR of such notice of suspension.

6.65.2.2 On receiving the notice of suspension from IREL, the CONTRACTOR shall stop all such work, which IREL has directed to be suspended with immediate effect. IREL may at any time cancel the suspension notice for all or any part of suspended work by giving written notice to the CONTRACTOR specifying the part of work to be resumed and the effective date of suspension withdrawal. The CONTRACTOR shall resume the suspended work on immediately upon receipt of such withdrawal of suspension notice. In the event of suspension of work, IREL shall not be liable to the CONTRACTOR for any damage and loss.

6.65.3 TEMPORARY SUSPENSION:

6.65.3.1 IREL may at any time temporarily suspend the progress of work being performed under the Contract or any part thereof by notice in writing to the CONTRACTOR. All the work so suspended shall be resumed by the CONTRACTOR and extended as assessed and deemed fit by IREL.

6.65.3.2 IREL will not pay the CONTRACTOR for any work, which is performed during such an interval of suspension, and IREL shall not be liable to the CONTRACTOR for any damages or loss caused by such suspension of work.

6.65.4 EVENT OF DEFAULT:

Event of Default means the CONTRACTOR Event of Default or IREL Event of Default or both as the context may admit or require.

6.65.4.1 **CONTRACTOR EVENT OF DEFAULT**:

Any of the following events shall constitute an event of default by the CONTRACTOR **("CONTRACTOR Event of Default")**;

a.the CONTRACTOR fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Sub-clause 65.2 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as IREL may have subsequently granted in writing;

b. The CONTRACTOR fails to commence the Works ;

c.The CONTRACTOR fails to ensure that Works Completion Date of the Plant is achieved as per schedule mentioned in the contract/ agreement;

d. Any representation made or warranties given by the CONTRACTOR under this contract is found to be false or misleading:

e.The transfer, pursuant to law of either (a) the rights and/or obligations of the CONTRACTOR under the Contract, or (b) all or material part of the CONTRACTOR; except where such transfer in the reasonable opinion of IREL does not affect the ability of the CONTRACTOR to perform, and the CONTRACTOR has the financial and technical capability to perform. its material obligations under the Contract;

f. The CONTRACTOR suspends or abandons the Works without prior consent of IREL, provided that the CONTRACTOR shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under the Contract by IREL;

g. The CONTRACTOR becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

h. The CONTRACTOR fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 63 hereof;

i. The CONTRACTOR submits to IREL a statement which has a material effect on the rights, obligations or interests of IREL and which the CONTRACTOR knows to be false;

j. Any document, information, data or statement submitted by the CONTRACTOR in its Bid, based on which the CONTRACTOR was considered eligible or successful, is found to be false, incorrect or misleading; or

k.The CONTRACTOR repudiates the Contract or otherwise evidences an intention not to be bound by the Contract.

6.65.4.2 IREL EVENT OF DEFAULT:

The following events shall constitute events of default by IREL (**"IREL Event of Default"),** unless any such IREL Event of Default has occurred as a result of CONTRACTOR Event of Default or due to a Force Majeure Event:

a. IREL is in breach of the Contract and has failed to cure such breach within sixty (60) days of receipt of notice in that behalf from the CONTRACTOR;
b. IREL repudiates the Contract or otherwise evidences an intention not to be bound by this Contract;
c. Any representation made or warranties given by IREL under the Contract is found to be false or misleading.

6.65.5 RECOURSE TO EVENT OF DEFAULT:

6.65.5.1 In case of an event of default, the following recourse is available to IREL and the CONTRACTOR or both as the situation may warrant:

a. In case of occurrence of Event of Default mentioned in Sub-clause a and Sub-clause b of Clause 65.4.1, the CONTRACTOR shall have an option to ask for extension from IREL specifying the conditions that have restricted the CONTRACTOR to complete the tasks in stipulated time. However, IREL's decision on said matter shall stand final as the case may be;
b. In case of occurrence of any other Event of Default in Clause 65.4.1, IREL shall be entitled to terminate this CONTRACT as per Clause 65.6 herein.
c. In case of occurrence of Event of Default mentioned in Sub-clause 65.4.2, the CONTRACTOR shall have an option to seek Termination of this Contract. In seeking the Termination of the Contract, CONTRACTOR would have to clearly demonstrate that the Event of Default has occurred despite all possible steps taken by CONTRACTOR to avoid Termination. The Parties shall mutually decide the modalities of Termination.

6.65.6 TERMINATION DUE TO CONTRACTOR EVENT OF DEFAULT:

6.65.6.1 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.

6.65.6.2 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.

6.65.7 PAYMENT UPON TERMINATION:

6.65.7.1 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;

6.65.8 DISPUTES ABOUT EVENTS OF TERMINATION:

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.

6.66.0 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.

6.67.0 METHOD OF BLACKLISTING VENDORS:

6.67.1 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.

6.67.2 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.

6.67.3 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.
c. 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.

6.67.4 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.

6.67.5 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.

6.68.0 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.

6.69.0 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

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Legislature and the rules/regulations framed thereunder by the Central or State Government or Local Authorities providing for the conditions of employment protection of health, Sanitary arrangements, wages, provident fund, gratuity, welfare, and safety of workmen. These rules and statutory obligations shall be deemed to be part of the Contract. Instructions issued by the Employer in this behalf from time to time shall be equally binding on the contractor & the Contractor shall observe them stringently.

(b) In the event of the Contractor failing to discharge his obligations imposed upon him by or under any statute as aforesaid, the employer shall be entitled to rescind the Contract.at the sole risk and cost of the Contractor and/or recover from him the amount of loss sustained by the Employer.

(c) It is advisable for the Contractor to properly and fully acquaint himself with all the legislations as applicable to his workmen and the work under this contract or in connection herewith, so as to preclude the possibility of infringement and noncompliance thereof and to make it easy for him to observe clause 69without any deviation.

(d) The Contractor shall maintain records, registers in respect of workers employed by him as required under various statutes and or prescribed by the Employer, shall issue attendance cards to each worker and shall produce the same for inspection on demand to the authorities under statutes or to the authorised representatives of the Employer.

(e) All payments of whatever nature to be made by the Contractor to his workmen shall be made in the presence of an authorised representative of Employer and Employer's representative shall sign the acquaintance in token of having witnessed the payment, as prescribed under law.

(f) The first R.A. bill of the Contractor shall be released only after HRM (Welfare Section) gives clearance regarding compliance of all statutory provisions by the contractor. Final bill of the Contractor shall be cleared only when a clearance certificate is issued by the Contractor from an authority declared for the purpose by the Employer, that the claims of workmen in respect of wages, workmen's compensation, statutory payments etc. have been paid by Contractor to his workmen in full and subject to fulfilment of other conditions of Contract. Labour Rules etc.

(g) The Contractor shall be entirely responsible for safe and good conduct of his employees during the period of his contract. The Contractor shall also ensure, that no safety rules/instructions are violated by him or his workmen. The Contractor shall maintain his machineries and tools for work in safe condition and shall present the same for checking whenever called by Employer/ his representatives.

(h) It shall be binding on the part of the Contractor to familiarise himself and be governed by all statutes such as Mines Act 1952, Rules and Regulations including amendments made thereunder, if any, applicable for the work, Indian Electricity Act. 1910 and Indian Electricity Rules 1956 including amendments, if any. applicable for the work.

(i) The Contractor shall provide and ensure proper use of safety appliances by his workmen throughout the course of their employment.

(j) The Contractor in fulfilment of his statutory obligations imposed by or under various Labour Laws, will among other things:

i) Arrange to provide cool and wholesome drinking water at appointed place/places near work site. The container of water shall be in hygienic condition.

ii) Implement the Employees Provident Fund Scheme or Produce exemption certificate from Regional Provident Fund Commissioner if they are so exempted Otherwise, bills for the work will be released withholding 10% from such sums or as decided by the Management from time to time till such time they implement the scheme or produce exemption certificate from the Regional Provident Fund Commissioner. The Contractors are further required to indemnify Employer against any loss or damage, whatsoever, that may be suffered by Employer as a result of any claim. damage or penalties for any failure or non-compliance on their (Contractor's) part with the provisions of the aforesaid Act and Scheme framed thereunder.

(k) The Contractor shall arrange to get his workmen trained under Mines Vocational Rules-1966 at the Training Department of the Company and shall pay all statutory allowances for such training to his workmen under training. The Contractor shall ensure the proper use of safety appliances by his workmen throughout the course of their employment.

6.70.0 **RETURNS OF LABOUR:**

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

6.71.0 **LABOUR LICENCE:**

(a) The Contractor shall have to obtain a licence from Asstt. Labour Commissioner (Licensing Authority) within 15 days from the award of the Contract under Contract Labour (Regulation and Abolition) Act. 1970 and shall have to comply with all the provisions of the Act and Rules framed thereunder and shall ensure that no violations are pointed out by the Authorities under the Act.

(b) The RA Bills of the contract shall not be released until the licence for the number of labour employed under Contract Labour(Regulation and Abolition)Act, 1970 has been produced by the Contractor to the office of the employer. Whenever the number is increased, the Contractor shall arrange to get such changes incorporated in the licence.

(c) The Contractor shall make payment to their workmen in the presence of authorised representative of the Employer only, and obtain the required certificate regarding witnessing of payments.

6.72.0 **WOMEN LABOUR:**

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

6.73.0 **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.

6.74.0 **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 Entry passes 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

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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.

6.75.0 **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:

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).

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.

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.

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.

6.76.0 **LIABILITY FOR ACCIDENTS AND DAMAGES:**

6.76.1 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.

6.76.2 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.

6.77.0 **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 Dept. 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 Dept.

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 Dept.

Rope Access systems and Personal 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

d. **INJURY TO WORKMEN**

The Contractor after preliminary examination at PHC may take his injured workmen to his own Doctor with a permission from the Doctor at PHC at his own risk giving an undertaking to that effect in writing to the Doctor. He will, however, have to keep S&T Deptt. informed about the nature of the injury and the period for which the injured person is off duty on account of injury.

e. **RESPONSIBILITY FOR ACCIDENTS**

The Contractor shall be fully, responsible for accidents caused due to his or his agent's or workmen's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation for injuries and delay work due to these accidents.

f. **PRECAUTIONS & SUPERVISION:**

The Contractor shall take all safety precautions and provide adequate supervision in order to do the job safely and without damage to equipment.

g. **SAFETY CODE**

The Contractors shall strictly follow the IREL Safety Code and also the instructions issued by the Safety & Training Deptt. from time to time. Before starting the work, the Contractor shall meet the safety Officer and get himself familiar with the safety measures to be taken during the execution of the job. The contractor shall be personally responsible for the safety of his workmen and shall be liable for prosecution in case of any accident.

h. **OTHER ACTS RULES ETC.**

Notwithstanding the above clauses, there is nothing in these conditions to exempt the Contractor from the operations of any other Act or Rule in force in the Republic of India.

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i. **FAILURE TO OBSERVE SAFETY RULES:**

Failure to observe the safety rules will make the Contractor liable to penalty by way of suspension of work, fine and termination of contract.

j. **SAFE USE OF VEHICLES:**

It will be entirely the responsibility of the Contractor to ensure that the vehicles are not driven with so high speed or in so reckless or rash manner as to cause accident or prove to be potential threat to the safety of the traffic. Where the speed limits have been fixed, they will be strictly adhered to by the Contractor's drivers who will also adhere to slow and safe driving inside the Plant and Township Area. Failure to comply with the above may result in termination of the contract.

k. **THEFT ETC.**

Similarly, if a driver or any staff of the Contractor is caught in theft case or in any unauthorised movement of materials or in the activity which is punishable under the law or not authorised by the Plant, the Contractor will bear the full responsibility for the loss and other consequences which may result to the Plant due to such illegal/ unauthorised acts besides the action to terminate the contract by the Plant.

l. **COMPENSATION :**

In case of accident or injury or damages caused by the Contractor's vehicle or staff to any person or property, the financial responsibility to compensate be borne solely by the Contractor and this amount may, at the discretion of the competent authority of IREL, be recovered from the bills or Security or other deposits of the Contractor.

m. **PRECAUTIONS FOR VEHICULAR TRAFFIC:**

Suitable safety precautions must be taken by the Contractor for his vehicular traffic at the level crossing/roads inside the Plant/ Township area. Contractors would be using those roads on their own risk and responsibility without any liability on the part of IREL Management.

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6.78 INSURANCE:

6.78.1 GENERAL:

CONTRACTOR shall at his own expense arrange, secure and maintain insurance with reputed insurance companies to the satisfaction of the EMPLOYER as follows:

CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of EMPLOYER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the EMPLOYER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.

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

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

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

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

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

i) EMPLOYEES' STATE INSURANCE ACT:

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

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Contract. The CONTRACTOR shall deduct and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the

agreement of the SUB- CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.
The EMPLOYER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees' State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

ii) WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:
Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the CONTRACTOR's Insurance.

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

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

v) COMPREHENSIVE GENERAL LIABILITY INSURANCE:

a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.
b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees' State Insurance Act.
c) The policy shall cover third party liability. The third party liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others' equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10 (ten) lakhs to death.
d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.
e) The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalised insurance company from any branch office at Project site.
f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.

vi) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER:
CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to EMPLOYER. He shall also carry and maintain any other insurance which may be required by the EMPLOYER.

6.79.0 General

6.79.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.

6.79.2 **LOSSES DUE TO NON-COMPLIANCE OF INSTRUCTIONS**:
Losses or damages occurring to the EMPLOYER owing to the CONTRACTOR's failure to adhere to any of the instructions given by the EMPLOYER in connection with the contract execution shall be recoverable from the CONTRACTOR.

6.79.3 **RECOVERY OF SUMS DUE**:
All costs, damages or expenses which the EMPLOYER may have paid, for which under the CONTRACT CONTRACTOR is liable, may be recovered by the EMPLOYER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the CONTRACTOR under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the CONTRACTOR be not sufficient to recover the recoverable amount, the CONTRACTOR shall pay to the EMPLOYER, on demand, the balance amount.

6.79.4 **PAYMENTS, ETC. NOT TO AFFECT RIGHTS OF THE EMPLOYER:**
No sum paid on account by neither the EMPLOYER nor any extension of the date for completion granted by the EMPLOYER shall affect or prejudice the rights of the EMPLOYER against the CONTRACTOR or relieve the CONTRACTOR of his obligation for the due fulfilment of the CONTRACT.

6.79.5 **CUT-OFF DATES**:
No claims or correspondence on this Contract shall be entertained by the EMPLOYER/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any).

6.79.6 **PARAGRAPH HEADING:**
The paragraph heading in these conditions shall not affect the construction thereof.

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6.80. ENVIRONMENT

6.80.1 IREL acknowledges their commitment to conduct their respective operations in a manner which not only complies with all relevant environmental protection and pollution control legislation but also such operations do not cause environmental damage or pollution and in a manner which acknowledges other cultural and associated considerations. In recognition of this commitment, the Service Provider shall perform the services in such a way as to avoid or minimize environmental damage or pollution and fully recognize the special aspects of the environment as communicated by Employer or as applicable. Service Provider shall comply with, and the Service Provider shall ensure compliance with all applicable environmental protection and pollution control legislation as it relates to the services.

6.80.2 In case of supply of items or items brought to IREL premises for works, the packaging shall be done with suitable environmental friendly /bio-degradable material to the possible extent. Further, it is the responsibility of the contractor to dispose of all packing materials of items brought inside IREL premises for carrying out the work, as per the direction of Engineer/ Officer in-charge concerned.

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7. नुबंधकीसामान्यशर्तें / Annexure – 1 to GENERAL CONDITIONS OF CONTRACT

7.1 CONTRACTOR'S RESPONSIBILITIES

7.1.1 The workers engaged by the Contractor shall not have any claim monetary or otherwise including employment against the company.

7.1.2 The Contractor shall be fully responsible to settle all the disputes relating to the wages and other benefits and other service conditions of workers engaged by him.

7.1.3 The Contractor shall be responsible for any damage if any caused to the company property/employees/public/private property by his equipment due to negligence of his crew/operating members or due to faulty equipment or due to faulty operations, management of the contract. The contractor shall be liable to compensate all claims arising out of such damages and the company shall stand indemnified by the contractor over such claims.

7.1.4 The contractor shall provide safety helmets of DGMS approved ISI mark to all the workers engaged by him daily, if the contractor fails to do so, then IREL (India) Ltd. will issue the helmets to the workers and the same amount will be deducted from contractor's bill.

7.1.5 The contractor shall be responsible for the proper use and safe custody of the equipment, tools or their materials used by him. The company will not be held responsible for any damage to his equipment/ appliance, if any, occurred during the operation of the contract.

7.1.6 The equipment and crew should be insured against all risks to its operation like flood, riot etc. No claim for any damage or loss on any account can be made against M/s. IREL (India) Ltd.

7.1.7 All maintenance and other connected work will be the Contractor's responsibility and he has to engage the required personnel, at his cost.

7.1.8 Prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them.

7.1.9 Provide copy of the SOP to the person designated by the civil dept. who shall be supervising the contractor's work.

7.1.10 Keep an up to date SOP and provide a copy of changes to a person designated by the civil dept.

7.1.11 Ensure that all work is carried out in accordance with the Statue and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.

7.1.12 Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring the compliance all safety laws by the sub or sub- contractors.

7.1.13 All persons deployed by the contractor must undergo vocational training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of VT & IME.

7.1.14 The contractor shall submit to DGMS returns indicating -Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th of April, July, October and January) for contracts of more than one year. However, for contracts of less one year, returns shall be submitted monthly.

7.2 OTHER RESPONSIBILITES

7.2.1 The IREL (India) Limited will not be responsible for any expenses incurred towards compensation for workmen on any account. The contractor shall before commencement of work, take a workmen compensation policy with sickness benefit to cover the liability for the workmen employed by him as per workmen compensation act 1926 and shall produce the same to the IREL (India) limited.

7.2.2 All the workers employed for the purpose of carrying out this contract will be contractor's own workers and it will be the contractor's liability to pay the workmen all wages and all other dues whatsoever, such as minimum wages and to settle all claims under the Mines Act, workmen's Compensation Act, Payment of wages Act, Bonus Act, Provided fund Act and the rules there under amended from time to time, etc. and other law applicable to an employer to an employer of labour. The company will not in any way be liable to pay the whole or part of the same for any reasons and any circumstances.

7.2.3 Should any dispute or difference arise between the Contractor and his workmen or between his workmen in relation to the employment or non-employment or terms of employment, it shall be the sole responsibility of the Contractor to settle such dispute or differences and payments, if any, made in this connection shall be borne by the Contractor.

7.3 Contract Labour (Regulation & Abolition) Act, 1970 & Rules, 1971

You shall obtain Labour License if you engage 20 or more workers on any single day and submit a copy of Labour License to Engineer-In-Charge before execution of the contract work.

You shall be responsible for disbursing every month the Minimum Wages as notified by the Ministry of Labour, Govt. of India from time to time to the workers engaged by you in the presence of Engineer-In-Charge/Authorised Representative of

Principal Employer and submit a copy of Register of Wages of the particular month to Engineer-In-Charge along with your signature and that of the Engineer-In-Charge/Authorised Representative of Principal Employer [IREL (India) Ltd.] witnessing the wage disbursement.

You shall maintain the Registers of Wages, Wage-cum-Muster Roll, Advances, Deduction, Fines, and Overtime etc. and issue wage slip and employment card to your workers in the formats specified under CL (R&A) Act, 1970.

7.4 **Minimum Wages Act, 1948**

You shall be liable to pay Minimum Wages as notified by the Ministry of Labour, Govt. of India from time to time to the workers engaged by you before the expiry of the seventh day of every month.

7.5 **Employees' Provident Fund & Miscellaneous Provisions Act, 1952**

You shall obtain PF Code from EPFO for your establishment and remit the PF amounts to EPFO in respect of the workers engaged by you every month within the stipulated time limit and submit a copy of Challan and Electronic Challan Receipt (ECR) in support of PF remittance, to the Engineer-In-Charge.

7.6 **Employees' Compensation Act, 1923**

You shall obtain a suitable Workmen Compensation Policy for complying with the obligation under Employees Compensation Act, 1923 on account of any personal injury and/or death caused to your workers engaged while executing the contract work. A copy of the Policy should be submitted to the Engineer-In-Charge before execution of the contract work.

7.7 **Employees' State Insurance Corporation (ESIC**)

You shall submit documentary proof of registration with Employees' State Insurance Corporation (ESIC) and submit a copy of remittance from time to time to the workers engaged by you, to the Engineer-In-Charge.

7.8 **CORRESPONDENCE:** All correspondence shall be in English and addressed to IREL (India) Limited drawn to the attention of the officer issuing the order, unless otherwise specifically authorized.

7.9 **SECURITY REGULATIONS:** The Contractor shall abide by all the security regulations at site promulgated by IREL (India) Limited from time to time. The Contractor shall provide identity badges for all his personnel, which must be properly displayed by them at site.

7.10 **JURISDICTION**

The courts within the local limits of whose jurisdiction the place from which the purchase/work order is issued is situated only shall, subject to Arbitration Clause, have jurisdiction to deal with and decide any matter arising out of this contract. In the event of disputes same will be subject to exclusive jurisdiction of Court of Kollam, Kerala.

7.11 **NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:**

The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of tender, even though IREL (India) Limited may elect to withdraw the invitation to tender.

7.12 **RELATED PARTY:**

Bids submitted by related parties in which there seems to be collusion are liable to be rejected. Parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the other party in making financial and /or operating decision.

7.13 **QUANTITIES:** The quantities indicated in the Tender are indicative and IREL is not obligated to place order for the full quantities.

Bidders shall be willing to accept and execute order at their quoted rates / as agreed upon by IREL.

7.14 **CANCELLATION**

IREL (India) Limited reserves the right to cancel the Purchase/wok/service/consultancy Order or any part thereof and shall be entailed to rescind the contract wholly or in part in a written notice to successful tenderer if;

- Successful tenderer fails to comply with the terms of the purchase/work/service/consultancy order.
- Successful tenderer fails to convey written acceptance of the Order within 15 days of receipt at their end.
- Successful tenderer fails to deliver goods on time and / or to replace the rejected goods promptly.
- Successful tenderer becomes bankrupt or goes into liquidation.
- Successful tenderer make a general assignment for the benefit or creditors and a receiver is appointed for any of the property owned by successful tenderer fails.

Upon receipt of the said cancellation notice the successful tenderer shall discontinue all work on the Purchase/work/service/consultancy order and matters connected with it. IREL (India) Limited in that event will be entitled to procure the requirements in the open market and recover excess payment over Successful tenderer's agreed price, if any, from reserving to itself the right to forfeit the EMD and/or security deposit, if any, submitted by the successful tenderer against the contract.

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7.15 **BENEFITS TO MICRO AND SMALL ENTERPRISE(MSE)S:**

Micro & Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) are eligible for the following benefits:

Issue of tender document free of cost

Exemption from payment of Earnest Money Deposit (for procurement of goods & services only)

Price preference up to 15%.

Relaxation of prior experience / prior turnover criteria, applicable only to startup recognized by DPIIT subject to meeting of quality and technical specification. Startup may be MSMEs or otherwise.

In case MSE participates in the TReDS Platform, they stand to get benefits. Visit https://www.rxil.in/Home/Index for more info.

Note: Refer The Gazette of India: Extraordinary Part II, Section 3 (ii) for new definition of MSME status, which is effective 01.07.2020.

In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of the requirement after they bring down their price to L1 price, in a situation where L1 price is from someone other than a Micro and Small Enterprise. Such Micro and Small Enterprise shall be allowed to supply at least 25% of total tendered value or as per existing MSE rules in force.

In case of more than one MSE coming in the price band of L1+15%, the quantity allotted to MSEs shall be shared in equal proportion among such MSEs, provided all of them bring down their price to L1 price.

Within this (Twenty Five Percent) quantity, a purchase preference of four (4) per cent s reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price).However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSEs

MSEs are required to submit along with their offer, UdyogAadhaar Memorandum or valid Registration Certificate issued by NSIC/DIC/KVIC/KVIB/Coir Board/ Directorate of Handicrafts and Handlooms or valid certificate issued by any other body specified by Ministry of MSME. Benefits available to MSEs will not be provided to those MSEs who submit such documents after opening of the bids. Any changes to the Public Procurement Policy of the Govt. of India as notified from time to time shall be applicable to this contract. MSEs claiming benefits available through registration with the above bodies have to clearly mention whether their offer is to be considered by IREL for grant of MSME benefits.

The above benefits available to MSE bidders shall be provided only to those MSE bidders who submit UdyogAadhaar Memorandum or certificate issued by NSIC/DIC/KVIC/KVIB/Coir Board/ Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME and upload the same in CPP (Central Public Procurement) Portal.

Should any conditions in the General Conditions of Contract be contrary to the Special Conditions of the Contract, such Special Conditions of Contract shall prevail.

7.15.1 PURCHASE PREFERENCE TO MII.

Purchase preference to make in India products shall be applicable to Class 1 local supplier as defined as public procurements (Preference to Make in India), Order 2017 as amended from time to time and its subsequent order/ Notifications. If the bidder wants to avail the Purchase preference; the bidder must upload a certificate of eligibility from the concerned authorities as per Order.

7.15.2 In case of exigencies, IREL reserves right to release the repeat order with the same terms and conditions and at the rate agreed upon(after discount if any) , after considering additional business. The party shall be ready to accept and execute such repeat order.

7.15.3 TReDS : TReDS is an electronic platform for facilitating the financing / discounting of trade receivables of Micro, Small and Medium Enterprises (MSMEs) through multiple financiers. These receivables can be due from corporates and other buyers, including Government Departments and Public Sector Undertakings (PSUs). Sellers, buyers and financiers are the participants on a TReDS platform. Only MSMEs can participate as sellers in TReDS. MSME need to register themselves in TREDS Platform. On completion of Registration, IREL reserve right to establish buyer-seller relation in TREDS Platform.If, already registered on TReDS platform, details of the same are to be furnished at the time of bidding.

7.15.4 After delivery of material/ service completion, Sellers intending to avail bill discounting facility need to upload two copies of Invoice as per GST Rules, Bill of exchange for payable amount of bill as per payment milestone, Stores receipt voucher duly authenticated by IREL (in case of supply)/ Service acceptance letter duly authenticated by IREL (in case of service) . IREL shall provide acceptance of Bill in the Portal based on contractual payment terms after deduction of tax deducted at source as per Income Tax act, GST Rules and imposition of Liquidated damages, if applicable. Seller shall agrees to bear charges for bill discounting and processing fee. Seller thereafter can avail bill discounting facility from financier. Payment from IREL shall be made to such financier.

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7.15.5 IREL (India) Limited is onboard with TReDS platform of M/s RXIL , Mixchange, Invoicemart,C2treds(C2FO),DTX- KreDX platform Private Limited for facilitating Bill Discounting for MSME's.

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

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

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

- RXIL Relationship manager Mr.SatyajeetJathar : +91 99201 00784 / +91 90041 00784 email: satyajeet.jathar@rxil.in

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

- Mixchange

  Registration number is – BUYER00047728
  Contact person : Ar. Ankit K Singh, 9800250394, email : ankitsingh@m1xchange.com

- Invoicemart

  Entity ID/Registration number - 1000036436
  Contact person : Mr.Amit Dutta, 8600179668, email : Amit1.Dutta@invoicemart.com

- C2treds(C2FO)

  Registration number - B0320250094
  Contact person : Ms.Monalisa, 9220407665, email : monalisa.das@c2treds.com

- DTX-KreDX

  Registration number - COL75X754M2W.
  Contact person : Prathamesh Varose : +91-8600273564 email : prathamesh.varose@kredx.com
  Jason Chongtham : +91-9600063327 email : jason@kredx.com

IREL (India) Limited Unit Administrator Smt. UshaNandhini +91-476-2680701 Ext-223 email : usha.nandhini@irel.co.in
IREL (India) Limited Nodal Officer Mr K.V Ramakrishna : email: kvramakrishna@irel.co.in

(Refer The Gazette of India: Extraordinary Part II, Section 3 (ii) for new definition of MSME status, which is effective 01.07.2020)

7.15.9 Should any conditions in the General Conditions of Contract be contrary to the Special Conditions of the Contract, such Special Conditions of Contract shall prevail.

7.15.10 In case of any discrepancy in the Tender terms and conditions, the uploaded Tender terms and conditions shall be final.

7.15.11 In case of exigencies, IREL reserves right to release the repeat order with the same terms and conditions and at the rate agreed upon(after discount if any) , after considering additional business. The party shall be ready to accept and execute such repeat order.

7.16 **VARIATION IN QUANTITIES:**

7.16.1 Instead of item wise deviation, over all deviation will be considered while working out amount.
Up to 10% variation in the execution of works contracts/projects/purchase order of the total works contract/project value for sanctioned contract/ project/order value is allowed without issue of amendment/ revision in the work order.

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8 अनुबंध- II /Annexure-II to GCOC
सुरक्षा प्रावधान/Safety Provisions

8.1 **GENERAL**

8.1.1 For the purpose of this GENERAL SAFETY CODE, the term 'Contractor' shall include 'Supervisor' deputed by the contractor for site supervision as well as all personnel deputed by contractor to the site.

8.1.2 Contractor, Supervisor and personnel shall follow the safety regulations under all applicable Acts of Indian Parliament and Indian standards.

8.1.3 Contractor, Supervisor and all personnel shall wear Identity Cards on their persons. These Identity cards shall be issued by the contractor and shall bear name, signature and date of the Contractor.

8.1.4 Names of Supervisors and all personnel deputed by the Contractor complete with qualification, age and postal address shall be declared by the Contractor before engagement of such personnel.

8.1.5 All supervisors and personnel shall undergo a Safety Orientation Training (SOT) imparted by the Safety Department before being engaged in work. The Contractor and Supervisors shall write to Engineer –in-charge to ensure refresher training from Safety Department before the expiry of the date of validity of SOT. EIC shall ensure that a copy of "SAFETY GUIDE" for IREL Chavara is issued to the contractor before commencement of work.

8.1.6 The work area and the approach ways shall be cleaned before and after work every day for five minutes. The work areas shall be maintained in a neat and clean manner throughout the working hours. No cluttering shall be allowed which is a risk for any one walking in the area. A neat and clean area contributes largely to safety.

8.1.7 First aid kits as advised by IREL Medical Department shall be maintained at the work site by the Contractor/ Supervisor.

8.1.8 Contractor/ Supervisor shall take all measures at the work site to protect the public from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to be liable to pay such persons claims as per law.

8.1.9 All necessary personnel safety equipment such as safety helmets, safety shoes, double life line safety belts, gloves, safety goggles, face masks, etc. as considered adequate by Engineer-In-Charge (EIC) or safety officers of IREL shall be kept available for the use for persons employed at the site of work and maintained in a condition suitable for immediate use. The Contractor/ Supervisor shall take all steps to ensure proper use of equipment by the workers. The contractor shall provide safety shoes to all its employees deployed at site. In case of an accident resulting in any rest of disability to the workmen the same should be immediately reported to the safety officer/ `Engineer-in-charge.

8.1.10 Before commencing field work the contractor shall submit a HIRA (Hazard Identification and Risk Analysis) for works requiring Class-1 or electrical safety permits, complete with Control Measures, to the EIC for his review and approval.

8.2 **ELECTRICAL ENGINEERING ASPECTS**

8.2.1 Adequate precautions shall be taken to prevent danger from electrical equipment.

8.2.2 Isolator shall be kept in OFF position when personnel are working on concerned circuits.

8.2.3 Fuses shall be removed when personnel are working on concerned circuits.

8.2.4 "MEN AT WORK" boards are put on the feeder when personnel are working on concerned circuits.

8.2.5 All portable tools are supplied through ELCB

8.2.6 Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards.

8.2.7 Hoisting appliances to be provided with means to reduce to the minimum the risk of any part of suspended load becoming accidentally displaced.

8.2.8 8. "V- Belts shall not be used for any lifting purposes.

8.2.9 9. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary shall be provided.

8.2.10 The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

8.2.11 No work shall be done on live electrical parts under rain or in wet clothes.

8.3 **MECHANICAL ENGINEERING ASPECTS**

8.3.1 Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the Indian Standards.

8.3.2 Hoisting machines and tackle including their attachments, anchorage and support shall be of good mechanical construction, sound material and adequate strength and free from visible defect and shall be kept in good repair and in good working order.

8.3.3 Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.

8.3.4 V-Belts shall not be used for any lifting purposes.

8.3.5 Every crane drive or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting including any scaffolding which or give signals to operator.

8.3.6 In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load expect for the purpose of testing.

8.3.7 In case of departmental machines, the safe working load shall be notified by the company. As regards your machines, you shall notify the safe working load of the machine to the Company whenever you bring any machinery to site of work and get it verified by the company.

8.3.8 Hoisting appliances should be provided with such means as will reduce to the minimum the risk of any part of suspended load becoming accidentally displaced

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9. RTGS/NEFT के ज़रिए पैसे ट्रांसफर करने के लिए IRELIL की बैंक डिटेल्स
IRELIL Bank Details for money transfer through RTGS/NEFT

1) Name of the Bank: State Bank of India, Chavara, Kollam.
2) Bank A/C No. 57013595003
3) IFSC Code: SBIN0070055

After remittance of the amount, the party has to intimate the following details to M/s. IRELIL.

UTR No.

Name of the party.

Date of remittance.

Amount remitted.

Order from IRELIL against which payment is made.

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10. रजिस्ट्रेशन और संपर्क विवरण
REGISTRATION AND CONTACT DETAILS

Name of the firm	
PF Regn. No.	
PAN	
Micro Small Medium Enterprise Regn. No.	
Whether the MSME belongs to SC/ST category personnel	
GST Regn.No.	
Name of the Contact Person	
Phone Number(s) - Landline / Cellphone	
Email address(es)	

Note: The contractor shall furnish

1. Self-certified copy of PAN card,
2. Self-certified copy of GST registration certificate (if any) before the commencement of the work.
3. In case the supplier is not having GST registration certificate, supplier is required to declare the same.

11. बोली सुरक्षा घोषणा पत्र /BID SECURING DECLARATION FORM

Tender No. Date:

To M/s. IREL (India) Limited,
Chavara-691583

I/we declare that:

I/we understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/we may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/ we are in a branch of any obligation under the bid conditions, because I/we

a) have withdrawn/ modified/ amended, impairs or derogates from the tender, my/ our Bid during the period of bid validity specified in the form of Bid; or
b)having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the instructions to Bidders.

I/we understand this Bid Securing Declaration shall cease to be valid if I am/ we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/ our Bid.

Signed:

Name:

Address:

Duly authorized to sign the bid for or on behalf of _____ Dated on _____ day of _____

Corporate seal (where appropriate)

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12. बोली सुरक्षा घोषणा पत्र /COMMERCIAL CONDITIONS

12.1 EMD (Earnest Money Deposit)/Bid Security:

(Applicable for Bids having estimate higher than Rs.5,00,000/- , excl.GST)

12.1.1 Earnest Money Deposit may be accepted in the form of Insurance Surety Bonds / Account Payee Demand Draft / Fixed Deposit Receipt / Banker's Cheque or Bank Guarantee(including e-Bank Guarantee)from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects.

12.1.2 In case where the EMD is provided in form of BG/e-BG it shall remain valid for a period of 30 days beyond the bid validity period.

12.1.3 No interest shall be paid on EMD. EMD shall be dealt with as follows:

a) EMD shall be returned to unsuccessful bidder after finalisation of order, but not later than 30 days of finalisation of order.

b) In case of successful bidder it shall be adjusted as a part of Security Deposit (SD).

12.1.4 The EMD shall be forfeited if:

a) The bid is revoked during its validity period.
b) The bidder changes the terms and conditions or prices or withdraws his quotation subsequent to the date of opening.
c) The bidder fails to accept the order when placed or fails to commence work after accepting the order.
d) The bidder submits false/fabricated documents.
e) The bidder fails to submit SD as stipulated in the tender.

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12.2 SECURITY DEPOSIT (SD) / Performance Security

(Applicable for Orders having value higher than Rs.2,00,000/- , excl.GST)

12.2.1 The successful tenderer shall furnish a SD amounting to 5 % of the contract value within 14days of receipt of order. Performance Security(SD) may be furnished in the form of Insurance Surety Bonds / Account Payee Demand Draft / Fixed Deposit Receipt from a Commercial Bank / Bank Guarantee(including e-Bank Guarantee) from a Commercial Bank or online payment in an acceptable form, safeguarding the purchaser's interest in all respects.

12.2.2 Late submission of Security Deposit will attract penalty at the rate of 10%per annum.

12.2.3 In case where the SD is provided in form of BG/e-BG, it shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier/ contractor.

12.2.4 The Security deposit shall be for the due and faithful performance/execution of the contract and will be subject to the terms and conditions finally concluded between the contractor and IREL (India) Limited.

12.2.5 The SD will be refunded on application by the contractor after satisfactory completion of the entire contract by discharging all obligations under the contract and on production of "No Objection certificate" from the Officer/Engineer in Charge.

12.2.6 Should the extent or object of the contract be altered during the execution of the contract in such a way that the contract price changes by more than 10 %, then the SD shall be increased or decreased accordingly. However this does not apply to variation in contract amount due to diesel escalation clauses if provided in the tender, change in statutory duties and levies.

12.2.7 In the event of SD getting reduced by any deductions etc, the contractor shall within 15 days thereof make good for equal amount any sum /sums which may have been deducted from his SD.

12.2.8 In case of failure on part of the contractor in performance of his part of the contract, the SD will be forfeited without any further notice.

12.3 PAYMENT TERMS

12.3.1 Payment shall be made within one month of submission of bills and after completion of the work after certification by Engineer-In-Charge.

12.3.2 All payments will be subject to deduction of income tax at source at the prevailing rates of tax as provided in the Income Tax Act.

12.3.3 Payments will be made through e-payment. For facilitating e-payment, the supplier shall provide

- Beneficiary name
- Account number

- Name of the bank
- IFSC
- Nature of account (Saving/ Current/ CC/ OD)
- Branch code

12.4 SUBMISSION OF INVOICES

Bidders shall ensure submission of GST Invoice as per the formats prescribed by the statutory authorities indicating GST Reg. No. of both bidder as well as IREL (32AAACI2799F1ZN) to enable IREL to avail Input Tax Credit.Invoice must contain PAN, GST and bank details of the Vendor. In case value of goods purchased from the vendor during the year exceeds Rs.50 lakhs (Fifty Lakhs), TDS @0.1% will be deducted on the amount exceeding Rs.50 Lakhs. Non-furnishing of PAN details by vendor shall attract TDS deduction @5% on the amount exceeding Rs.50 lakhs.

12.5 TENDER SUBMISSION:

12.5.1 The Tender shall be submitted online onlyas per the following:

12.5.2 Prices quoted in the tender shall be firm and valid for 120 days from the date of opening.

12.6 VALIDITY OF BID

Tender validity period shall be **120 days** from the date of opening. In the event of Bidder withdrawing his Bid before the expiry of validity period, the EMD, if any, shall be forfeited.

12.7 ACCEPTANCE OF TENDER

IREL (India) Limited reserves the right to accept or reject all or any tender without assigning any reasons and does not bind themselves to accept the lowest offer.

12.8 AMENDMENTS

12.8.1 At any time prior to the last date for submission of bids, IREL reserves the right to amend and modify the tender document and the same may be intimated accordingly.

12.8.2 The amendment so carried out shall form part of the main tender and shall be binding upon the Tenderers. IREL (India) Limited may at their discretion, extend the last date for submission of bids, to enable bidders to have reasonable time to submit their bid after taking into consideration such amendments.

12.9 Submission of Bid Security / Performance Security:

12.9.1 Bid Security shall be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the Purchaser's interests in all respects.

12.9.2 Performance Security shall be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank or online payment in an acceptable form, safeguarding the Purchaser's interests in all respects.

IREL-CHAVARA

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13. टेंडर के लिए प्री-क्वालिफिकेशन क्राइटेरिया / PREQUALIFICATION CRITERIA FOR TENDERS:

13.1 Experience in Similar Work :

The bidder should have successfully completed similar works during the last seven years ending **30.09.2026** meeting any of the following:

a) Three similar completed service/work contracts *costing not less than* **Rs.17,32,723** */- each* ***(incl.GST)***

b) Two similar completed service/work contracts *costing not less than* **Rs.21,65,904/-** *each* ***(incl.GST)***

c) One similar completed service/work contracts costing not less than Rs.34,65,446/- . (incl.GST)

Definition of similar service/work contracts:

Road works and Masonry works

For verification of the above prior experience criteria, the bidder shall submit:
For Governmental service contracts: Copy of work orders and its satisfactory work completion certificate.
For non-governmental service contracts: Copy of work orders and its satisfactory work completion certificates **Along with FORM No.26 AS / GST return to the extent of value of work experience**

13.2 Financial Criteria

The average annual turnover of the bidder for the last three consecutive financial years ending **31th March 2026** shall be at least **Rs.11,01,307**/-(30% of the estimated value, excl.GST). The revenue from operations of FY shall be considered.

13.2.1 Documents to be submitted : Bidder shall submit copies of signed & sealed audited P&L statement with auditor's membership number / IT returns for the relevant periods, for verification of the above.

13.2.2 In case the date of constitution/incorporation of the bidder is less than three year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criterion. If financial details are not submitted for any of the year, the turnover will be calculated by dividing the total turnover as per the submitted documents by three.

13.3 Concurrent commitments

In order to assess the Bidder Capability and Spare Capacity to perform the assignment of execution of the tendered work, the bidder shall disclose all works being executed by them as per the format given below.

DETAILS OF CONCURRENT COMMITMENTS

Sr. No.	Full postal Address of Client and Name of Officer in-charge	Description of the Work	Value of Contract **Excl.GST** (in Rs.)	Date of Commencement of work	Scheduled Completion period	% Completion as on date	Remarks

The bidder will be disqualified if the annualized concurrent commitments of the bidder plus annualized estimated (excluding taxes) value of the work under consideration exceeds 4 times the average annual turnover of the preceding 3 years. The bidder shall submit the 'Details of Concurrent Commitments' as per the above table and Audited copies of the P&L account for the preceding 3 years along with the bid for verification

The bids qualifying experience in similar work, financial criteria and Concurrent commitments only will be considered for further processing

IREL-CHAVARA

Signature of tenderer

IREL-CHAVARA

14. टेंडर भरने वाले का जव /TENDERER'S RESPONSE

Sl.No	DESCRIPTION	Response
1.	Tenderer must carefully study the technical specifications and general terms and conditions before preparation of tender. All terms and conditions of NIT and	AGREE
2.	The submitted NSIC/MSME certificate include the scope of work / supply mentioned in the tender and the details of the NSIC/MSME owned by SC/ST/Others category	AGREE WITH REMARKS
3.	The bidder shall be qualifying as per the "Qualification criteria of bidders" as per the SCHEDULE OF TENDER (SOT) of this tender	AGREE
4.	The offer submitted is as per the **"SPECIAL CONDITIONS OF THE CONTRACT"**	AGREE
5.	**The entire tender terms and conditions has been accepted**	AGREE
6.	Self-attested Scanned copy of certificate showing that bidders are PSU/State Govt. undertaking or by NSIC/DIC/KVIC/KVIB/Coir Board/Directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or any other body specified by ministry of MSME) has been uploaded in CPP Portal (Central Public Procurement Portal and for Tender cost / EMD exemption (if applicable). Or Signed and scanned copy of duly filled "**Declaration"** containing details of Tender cost and EMD amount payment has been uploaded and attached	AGREE
7.	Self-attested scanned copies of all required documentary evidence towards **"Qualification criteria of bidders"** has been uploaded	AGREE WITH REMARKS
8.	Bidder agrees to upload duly signed bid securing declaration form (as per clause 13 of the tender) along with other documents (if applicable) (or). In case Bidder happens to be Central / State PSU or happens to be MSE registered with NSIC and are interested in waiver from EMD submission, relevant self-attested scanned copy of certificates like Udyogaadhar/Udyam, NSIC Registration	AGREE WITH REMARKS

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15. निविदा की अनुसूची /SCHEDULE OF TENDER (SOT)

Sl No	Particulars	
15.1	Name of Work	Laying road and providing water supply line at rehab land in Chavara village, Karithura.
15.2	Type of Tender	Public Tender
15.3	Estimated Contract Value	Rs. 36,71,024.00(Excluding GST) Rs. 43,31,808.32 (Incl.GST @ 18%)
15.4	Tender No.	IREL/Chavara/26-27/T.No.183
15.5	Mode of Tender	e-Procurement System
15.6	Start Bid date and Time	View tender details in CPP Portal
15.7	Close Bid date and Time	
15.8	View Tender Time	
15.9	Date of Pre-Bid Start Time	
15.10	Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	
15.11	Part-II Price Bid opening date-after this date	
15.12	Tender Cost to IREL (India) Limited	Nil
15.13	Earnest Money Deposit to IREL (India) Limited	73,420/-
15.14	Qualification criteria of bidders	As per clause 13
15.15	*1. After opening of the tender, if required, clarifications shall be sought only on documentary proof already submitted online against the qualification criteria of the tender.* *2. No resubmission of documentary proof against the qualification criteria of this tender shall be sought after opening of this tender.* *3. Offer submitted without above mentioned documentary proof shall be considered as unresponsive and summarily rejected without any further notice.* *4. Bidders blacklisted by IREL are not eligible to participate in the bid.*	
15.16	Period of contract	As per Clause 16.9
15.17	Period of Maintenance	As per Clause 16.9.3
15.18	Schedule of payment	As per Clause 12.3 &16.8
15.19	L.D	As per Clause 6.47

कृतेआईआरईएल(इंडिया) लिमिटेड

For IREL (India) Limited

HoD – Commercial

16.अनुबंध की विशेष शर्तें /SPECIAL CONDITIONS OF THE CONTRACT

16.1 SCOPE OF WORK:

The scope of work includes laying road and providing water supply line at rehab land in chavara village, karithura. The work comprises providing and laying PVC water supply pipelines of 63 mm, 40 mm and 25 mm outer diameter, including necessary specials, valves, taps and fittings, trenching to a minimum depth of 60 cm, road cutting, refilling and reinstatement, complete as per specifications. The work also includes surface dressing of ground, supply and heaping of approved quarry waste, and associated loading, unloading, conveyance and labour charges. Road works shall include providing, laying and compacting graded aggregate conforming to WMM specifications, including mixing, transportation, laying and mechanical compaction, followed by application of bitumen emulsion (SS) priming coat at the specified rate over the prepared granular surface. All works shall be completed in accordance with the relevant standard specifications and the directions of the Engineer-in-Charge.

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16.2 SPECIFIC INSTRUCTION TO BIDDERS:

16.2.1 Bidders before submitting their tenders, are advised to inspect and examine site, its condition, the surroundings and satisfy themselves regarding the nature of the job, ground, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information with regard to risks, contingencies and other circumstances which may influence or affect their tender including security and safety regulations in vogue, at work site/sites. Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra claim consequent on any misunderstanding or otherwise shall be allowed

16.2.2 Permission, if required, to visit the site will be given during the tender period on receipt of application in writing addressed to: GM & Head, IREL (India) Limited, Chavara.

16.2.3 The tenderer and any of his personnel or agents will be granted permission by IREL (India) Limited to enter the relevant plant, premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel and agents, will release and indemnify IREL (India) Limited from and against all liability in respect of such inspection including death or personal injury, loss or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

16.2.4 IREL (India) Limited will not be responsible or pay for any expenses which might have incurred to tenderer in connection with the visits to and examination for the preparation of his Tender for submission or for preparing their offer(even if the tender is cancelled)

16.2.5 The contractor is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for works and of the rates and prices quoted and cover all his obligations under the contract apart from all matters and things necessary for the proper completion of the work. The rate quoted shall be inclusive of all the cost of materials to be procured by the contractor and also labour, tools, plants, fuel, consumables, etc.

16.2.6 The quantities if any given or indicated in the tender are those upon which the approximate estimated cost of work are based but they are subject to alterations, omissions, deduction and additions and not necessarily show the actual quantities of work to be done, which may vary. Wherever rates are quoted, the rate shall be firm for such variations as well.

16.2.7 The tenderer shall provide a list of equipment proposed to be deployed for the before commencement of the work.

16.2.8 **Mix design report and essential test reports as instructed by EIC shall be submitted.**

16.2.9 **The bidder shall give the details of experience and qualification of the key resource person/s who shall supervise the work. It is advised that the work is executed under supervision of a person who is qualified and experienced in similar works.**

16.2.10 **Contractor shall ensure that Vocational training shall be done as per DGMS guidelines to all the workers employed inside the IREL premises before the commencement of work.The nearest Vocational training centre is adjacent to KMML(Kollam),where they charge Rs. 7500 per head (Which may vary).The training will be for 6 days and the same shall be completed by the worker and the certificate of the same shall be submitted to EIC before commencement of work.The Expense of the same shall be borne by the contractor**

16.2.11 **Contractor shall ensure that the Medical check up shall be done for all the workers working inside the IREL premises as per the guidance of IREL (India) Limited.**

16.2.12 **Contractor shall ensure that each worker has ESIC / Workmen compensation policy ,PF and Wage register for each individual working inside IREL Premises.**

16.2.13 **Contractor should follow the approved SOP given for particular works.**

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16.3 MATERIAL BROUGHT BY CONTRACTOR FOR THE WORK

16.3.1 Materials brought by contractor for work shall be stored at places designated by IREL (India) Limited. The list of such items including their quantities shall be handed over to IREL (India) Limited.

16.3.2 Required documentation shall be maintained regarding material receipt, movement, usage and return and necessary endorsements shall be got from IREL (India) Limited as required.

16.3.3 Materials required for the works, whether brought by the Contractor or supplied by IREL (India) Limited shall be stored by the contractor only at places approved by IREL (India) Limited. The storage and safe custody of materials shall be the responsibility of the contractor

16.3.4 All materials and equipment brought to site [including contractor supplied/IREL (India) Limited supplied] shall not be removed from the site without written permission from IREL (India) Limited. This is also applicable to equipment/tools, etc. hired by the contractor from outside agencies. Procedure regarding issue of gate pass and checking of trucks/trailers at entry and exit to the plant/work site shall be in accordance with IREL (India) Limited rules.

16.3.5 Any material brought inside the plant/work site shall be with due acknowledgement and documentation with Security and IREL (India) Limited officials. The contractor shall be required to enter these particulars in the registers/formats intended for the purpose.

16.3.6 Return of unused material supplied by the contractor, tools, etc. shall be with due authorization from IREL (India) Limited and after making necessary entries in relevant records

16.4 SAFETY CLAUSE

16.4.1 The contractor shall be responsible for safety of his men and material till the whole work is completed. They shall abide by all the provisions of various acts/statutes of central/state Government and rules and regulations framed there under.

16.4.2 Contractor shall ensure that the items/components/equipment are dismantled/removed or handled in a safe manner and also ensuring stability of other items/plants

16.4.3 Necessary cordoning shall be done using rope/safety barricade wherever required.

16.4.4 It shall be the responsibility of the contractor to ensure safety of all personnel engaged at site.

16.4.5 Necessary PPEs such as Helmets/Goggles/Face shield/Dust respirator/Self-contained breathing apparatus/Gas mask/Boiler suit/Apron/Welder's suit/Gloves/Safety shoes/Gum boots/Safety belts/Ear muffs/Safety net shall be provided to all at work as required and it should be ensured that they are worn.

16.4.6 The contractor shall obtain all applicable clearances for the work .They shall also obtain necessary permits from Safety department for each day's work.

16.4.7 The contractor shall also obtain consent from our electrical department in writing for every electrical circuitry made/modified before energizing it, for every welding set /hand held powered tools used at site.

16.4.8 Hand tools if used shall be inspected by the site supervisor before use every time.

16.4.9 Persons using portable electrical tools shall wear good quality rubber gloves and shoes and before its use the circuit is properly verified and proper earthling ensured.

16.4.10 Any unsafe condition noticed shall be reported immediately and remedial measures taken quickly.

16.4.11 The contractor shall take necessary precautions against gas accumulation while welding or gas cutting inside confined space and shall take adequate precautions to ensure that such works are carried out in a safe manner.

16.4.12 The contractor shall take immediate action to remove/rectify any unsafe condition or act pointed out by IREL (India) Limited

16.4.13 Safety deviations are not tolerable and negotiable. If noticed, the contract is liable for termination at the full discretion of IREL (India) Limited. If not terminated; IREL (India) Limited may consider imposing a penalty in case of safety violations.

Safety violation(not limiting to the list)	Fine for each occurrence
Working at height without height pass/ Unauthorized entry at hazardous locations/ Engaging workers without safety briefing by IREL safety department/ Power connection taken from board without proper board plug/ Fitness certificate of cranes/hydra/heavy vehicle not available/ Not wearing safety helmet/safety shoe at site/ Safety goggles /hand gloves not used/ Gas cutting without goggles/ Rolling/lifting of cylinder/dragging on the ground (without cage)/Welding with nonstandard holder/ Welding machine earthling not done (double body earthling)/ Condition of hose pipe not good/ Using non power cable instead of welding cables/ Working without work permit/ Not putting barricades and warning boards/ use of damaged slings/tools/ropes	First occurrence: Rs.2500/- Second occurrence: Rs.5000/- Third occurrence: Rs.7500/- And so on

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16.5 SECURITY: -

16.5.1 Contractor and the personnel they have engaged for the execution of the contract shall abide by all the security rules &regulations of IREL (India) Limited. Contractor shall give the list of persons who shall be deployed at site like Site in-charge, supervisors, foreman, fitters, welders, workers, etc. with their address and age proof well in advance. All such persons shall be subject to security check by security officials of IREL (India) Limited. The contractor shall obtain necessary Entry passes from concerned officials of IREL (India) Limited Security Wing prior to their deployment.

16.5.2 IREL (India) Limited may ask to change/delete the person not found suitable for the work at any point of time. For any addition and deletion of the working person, prior permission from IREL (India) Limited shall be taken.

16.5.3 It shall be the responsibility of the contractor to ensure safe and proper custody of all the items dismantled and stored at worksite, during handling and transportation. IREL (India) Limited will not be responsible for any loss or damage.

16.5.4 Contractor shall adhere to all security procedures, checks and practices of IREL (India) Limited with regards all personnel engaged, all equipment, consumables, tools and tackles bought inside and taken out from the work site/s.

16.5.5 The contractor and his person shall maintain absolute integrity in carrying out the work and in case of any act detrimental to the interest of the company [IREL (India) Limited], the contract shall be terminated

16.6 SUPERVISION :-

16.6.1 The whole responsibility for supervision of the work and the workers employed by the contractor shall rest with the contractor

16.6.2 The contractor shall nominate an authorized agent as Lead Supervisor (site in Charge) at the work site all throughout the execution period. Such agent shall be authorized to act as Lead supervisor for the work and shall be authorized to act on behalf of the contractor, to accept notices under the contract and carryout the instructions of IREL from time to time.

16.7 WORKING HOURS: Work hours shall be between **8:00 AM to 4.00 PM** on all working days excluding weekends or holidays (after allowing for formalities connected with documentation, site briefing etc.). However based on a written request from the contractor IREL (India) Limited may consider, in deserving conditions, extension of working hours beyond what is stipulated above and such extension shall be granted formally

16.8 SCHEDULE OF PAYMENT

16.8.1 Part payment for sum of not less than **Rs.10.00 lakhs** (Gross) shall be released within 30 days on the basis of actual measurements of work done verified & certified by Engineer-in-Charge. Such payments however shall be limited to 90% of work done. All statutory or otherwise recoveries due from the contractor shall be recovered from all such part payments

16.8.2 On completion of work, the contractor shall submit the final bill. Within 30 days of receipt of the bill, the balance amount including 10% of retained amount of previous part bill shall be released. However, an amount equivalent to 5% of the total bill amount shall be retained with IREL towards retention deposit.

16.8.3 Defects if any, noticed during the maintenance period shall be rectified by the contractor to the satisfaction of IREL (India) Limited within reasonable period of its notice & intimation

16.8.4 The retention deposit will be released at the expiry of the maintenance period and against the certification by the Engineer-in-Charge to the effect that the response of the contractor has been satisfactorily during the maintenance period.

16.8.5 If, in the opinion of IREL (India) Limited, the contractor has not responded to the maintenance demand/defect rectification notice or fails to respond within reasonable period of the notice or unable to rectify the defect in a manner acceptable to IREL (India) Limited, the retention deposit shall stand forfeited without any notice. Further IREL (India) Limited shall be at liberty to get defects rectified through other agencies at the risk and cost of the contractor.

16.9 DELIVERY PERIOD/PERIOD OF CONTRACT:

16.9.1 The work shall be commenced within **15 (fifteen)** days of the receipt of the work order or as directed by Engineer-in-Charge/ Officer-in –Charge

16.9.2 The period of contract shall **be 6 Months (six months)** from the date of commencement of work

16.9.3 The period of maintenance is **1 year (one year)** from the date of completion of work.

16.9.4 The company reserves the right to terminate the contract without assigning any reason by giving two weeks' notice and \no claim for any loss or damage or compensation for such termination of contract shall be payable by the company or maintainable against the company.

16.10 **EVALUATION :** Evaluation will be done on overall L1 basis based on the Price offered as per Price schedule

16.11 **AWARD OF CONTRACT** :Order will be awarded to technically and commercially qualified bidder with lowest price **on overall L1 basis**

16.12 **CONTACT PERSONS FOR THIS TENDER:**

	Name	Telephone	Email.id
1	Sri.Ciby S Moses Manager (Civil)	0476-2680701-05. Ext.216	civil-ch@irel.co.in ciby.moses@irel.co.in

(E mail is the preferred mode of communication)

कृते आईआरईएल(इंडिया) लिमिटेड,**For IREL (India) Limited**

HOD – Commercial

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17. PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT -wise hazard maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods, thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

i) Seismic zone (II to V) for earthquakes
ii) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
iii) Area liable to floods and Probable max surge height
iv) Thunderstorms history
v) Number of cyclonic storms/ severe cyclonic storms and max sustained
vi) Landslides incidences with Annual rainfall normal
vii) District wise Probable Max. Precipitation

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18. मूल्यअनुसूची / PRICE SCHEDULE

(Price should not be quoted in this format)

Item No.	Item Description	Qty	Unit	Rate Rs. Ps
1	Supplying, laying and jointing 63mm (2 ") outer dia 6kg/m2, PVC pated pipe (Hycount, wellworth or equivalent) for water supply line including all specials such as bends, Elbows, Tees, sockets etc. inciuding all cost and conveyance of materials, labour charges, trenching to a minimum depth of 60CM in all classes of soil, cutting the metalled road surface wherever necessary, refilling etc. complete as per standard specification. (External work)	195.00	M	**a**
2	Supplying, laying and jointing 40mm (1 1/4") outer dia 6kg/m2, PVC pasted pipe (Hycount, welworth or equivalent) for water supply line including all specials such as bends, Elbows, Tees, sockets etc inciuding all cost and conveyance of materials, labour charges ,trenching to a minimum depth of 60CM in all classes of soil, cutting the metalled road surface wherever necessary, refilling etc complete as per standard specification. (External work)	944.00	M	**a**
3	Supplying, laying and jointing 25mm (3/4") outer dia 6kg/m2, PVC pated pipe (Hycount, welworth or equivalent) for water supply line including all specials such as bends, Elbows, Tees, sockets etc including all cost and conveyance of materials, labour charges, trenching to a minimum depth of 60CM in all classes of soil, cutting the metalled road surface wherever necessary, refilling etc complete as per standard specification. (External work) (Fixing of vertical stand pipe for concrete including all materials)	78.00	Each	**a**
4	Supplying and fixing in position of good quality 20 mm dia PVC water taps' having ISI marking including necessary fittings, etc. complete as per standard specification.	78.00	Each	**a**
5	Supplying and fixing in position of good quality 63mm dia 'PVC valve' having ISI marking including necessary fittings , etc complete as per standard specification.	3.00	Each	**a**
6	Surface dressing of the ground including removing vegetation and in-equalities not exceeding 15cm deep and disposal of rubbish ,lead up to 50m and lift up to 1.5m. All kinds of soil	2856.00	SQMT	**a**
7	Supplying and heaping best quality quarry waste from the approved quarry and stacking at the places as directed by the company officials for road including all cost and conveyance of materials labour charges for, loading unloading charges heaping same for measurements etc. complete as per standard specification	572.00	CUM	**a**
8	Providing and laying ,spreading and compacting graded stone aggregate (size range 53mm to0.075mm) to Wet Mix Macadam (WMM) Specification including premixing the materials with water at OMC in mechanical mix plant carriage of mixed materials by tipper to site, for all leads and lefts, laying in uniform layers with mechanical paver finisher in sub-base/base courses on well prepared surface and compacting with vibratory roller of 8 to 10 tonne capacity to achieve the desired density, complete as per	429.00	CUM	**a**

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	specification and direction of Engineer -in-Charge.			
9	Providing and applying pumping coat with bitumen Emulsion (SS) on prepared surface of granular base including clearing of road surface and spraying primer at the rate 0.70-1.0Kg/Sqm using mechanical means.	2856.00	SQMT	**a**

The above rates are exclusive of GST.

Evaluation criteria is based on overall L1 basis

L1 Amount = 195.00 M x (a) of Lot no.1 +944.00 M x (a) of Lot no.2 +78.00 Each x (a) of Lot no.3 +78.00 Each x (a) of Lot no.4 + 3.00 Each x (a) of Lot no.5 + 2856.00 SQMT x (a) of Lot no.6 +572.00 CUM x (a) of Lot no.7 + 429.00 CUM x (a) of Lot no.8 + 2856.00 SQMT x (a) of Lot no.9

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DECLARATION:

1. We have fully read and understood and completely satisfied myself/ourselves of the conditions set forth under the tender and accept the responsibility to carry out the work at the rates mentioned above.
2. I/We have studied the site requirements and held discussions with all concerned regarding employment of local people and the wages and other benefits to be made to facilitate smooth execution of the contract and the rate quoted is after taking in to consideration all such costs.

Place: Signature:

Date:

19. PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be issued by approved Scheduled Banks)

In accordance with Notice Inviting Tender (NIT) No._____ Dated _____ for the work of _____ (herein after referred to as "the said Works") for Rs._____ (Rupees_____ only), under _____ (Chavara unit) of M/s IREL (India) Limited, a company incorporated under Indian Companies Act, having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer SavarkarMarg, Prabhadevi, Mumbai – 400028, India (herein after referred to as IREL (India) Limited), M/s _____ Address _____ [Herein after referred to as Contractor (s)] wish /wishes to participate in the said tender and a Bank Guarantee for the sum of Rs._____ (in words) valid for a period of _____ days (in words) is required to be submitted by the Bidder towards the Bid Security.

We the _____Bank (hereinafter called the said Bank) do hereby undertake to pay to IREL (India) Limited, the sum of Rs. _____ (Rupees _____ only) by reason of the said tenderer's failure to enter into an agreement of contract on intimation of acceptance of his tender and/or to commence the contract works and/or failure to deposit the security deposit within the stipulated period as per the terms and conditions relating to and/or governing the contract and/or specified in the Notice Inviting Tender (NIT). We also agree that any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We also agree that notwithstanding any dispute or difference or any litigation in respect of or arising from the said contract and/or the acceptance of the tender of the tenderer afore stated by IREL (India) Limited including the question as to the tenability of the claim of the IREL (India) Limited for forfeiting the Earnest Money being the Bank Guarantee herein, we shall forthwith pay the said amount to IREL (India) Limited on demand being made as aforesaid.

We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for entering into an Agreement of contract and that it shall continue to be enforceable till all the dues of the IREL (India) Limited under the terms and conditions of the NIT for the work have been fully paid and its claims satisfied or discharged or till IREL (India) Limited certifies, that the terms and conditions of the NIT have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee.

We _____ Bank further agree with the IREL (India) Limited that the IREL (India) Limited shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the NIT and/or terms and conditions governing the contract or to extend the time of validity of the offer from the said tenderer from time to time or to postpone for any time or from time to time any of the power exercisable by the IREL (India) Limited against the said tenderer and to forbear or enforce any of the terms and conditions of the NIT and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the IREL (India) Limited or any indulgence by the IREL (India) Limited to the said tenderer or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us.

We _____Bank do hereby further agree that any change in the Constitution of the said tenderer or the Bank will not affect the validity of this guarantee.

We _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the IREL (India) Limited in writing. Dated the _____ day of _____ 20--

_____Bank

(Signature with name in Block letters with designation,
Attorney as per power of Attorney No._____dt. _____)

Bank's Common seal

IREL-CHAVARA

IREL-CHAVARA

20. PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

WHEREAS on or about the _____ day of _____M/s _____ (Tenderer's name & address), having its registered office situated at _____(Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. _____ dtd. _____ with _____ (Chavara unit) of M/s IREL (India) Limited, a company incorporated under Indian Companies Act having its registered office at Plot No.1207, ECIL building, Opp. to Siddhivinayak Temple, Veer SavarkarMarg, Prabhadevi, Mumbai – 400 028, India (herein after referred to as IREL (India) Limited), for _____ (details of order) (herein after referred to as 'The Contract').
AND WHEREAS under the terms and conditions of the contract the tenderer is required to keep with IREL (India) Limiteda security deposit of Rs. _____ (Rupees_____ only) or submit a Bank Guarantee in lieu of cash deposit for the fulfillment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee.

We _____ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from IREL (India) Limitedstating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by IREL (India) Limitedby reason of breach of any of the terms and conditions of the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. The payment will be released within three working days from the date of demand for payment.
We undertake to pay to IREL (India) Limitedany money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these present being absolute and unequivocal.
The payment so made by us under this guarantees shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

We _____ Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of IREL (India) Limitedunder or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IREL (India) Limitedcertifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said tenderer and accordingly discharges this Guarantee. Our Guarantee shall remain in force until _____ and unless a demand or claim under this guarantee is made on us in writing within three months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

We _____ Bank, further agree that IREL (India) Limitedshall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by IREL (India) Limitedagainst the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said contract or for any forbearance, act or omission on the part of IREL (India) Limitedor any indulgence by IREL (India) Limitedto the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant.

We_____ Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of IREL (India) Limitedin writing. Dated the _____ day of _____ 20-- _____Bank

(Signature with name in Block letters with designation,

Attorney as per power of Attorney No._____dt. _____)

Bank's Common seal.