

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL:

The special conditions of contract shall be read in conjunction with the general conditions of Contract, Specifications or other supplementary documents detailing the work. Providing that where any provision of the General Conditions of Contract is repugnant to or at variance unless a different intention appears, the provision of the Special Conditions of Contract shall to the extent of such repugnance or variation prevail.

2.0 TENDER RATES:

- a) The service charges quoted in the price schedule shall be firm throughout the period of Contract including extension of time, if any.
- b) The successful tenderer shall have to pay the minimum wages at the revised rate without fail, for which they will be allowed to get the differential amount along with Statutory dues thereof, if any, reimbursed, on the certification of the authorised representative nominated by the IREL (India) Limited for the purpose of witnessing the wage payment.
- c) If the bidder submits abnormally low bid in combination with other elements of the bid which raises material concern as to the capability of the bidder to perform the contract at the offered price, the bidder shall be asked to provide detailed price analysis of the bid in relation to the scope, schedule allocation of risk and responsibilities and any other requirements of the bid documents. If the bidder fails to demonstrate its capability to deliver the contract at the offered price the price bid shall be considered unresponsive.

3.0 DURATION OF THE CONTRACT:

This CONTRACT shall remain valid for a period of **18 months** from the date of placement of Order. However, IREL (India) Limited reserves the right to terminate the contract at any time before the expiry of the normal tenure in case service is found to be deficient / unsatisfactory.

4.0 SECURITY DEPOSIT :

The successful tenderer (referred as successful bidder) is required to furnish Insurance surety bonds/ Demand draft/ Bankers Cheque or Bank Guarantee, in favour of IREL(India)Limited, OSCOM, for an amount equivalent to **Five (5)** per cent of the contract value (Excluding Taxes) towards Security Deposit (after adjusting EMD amount, if EMD is deposited by way of demand draft/ Bankers Cheque) towards the satisfactory performance of the contract, within 14 (Fourteen) days of the issue of order or commencement of work at site, whichever is earlier. The same is to be forwarded to I/C Purchase Department. However, if EMD is submitted in the form of Bank Guarantee, the same shall not be converted to SD BG and as such fresh Bank Guarantee towards Security Deposit is to be submitted.

The SD shall not bear any interest, and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order. Additional amount of SD due to enhancement in scope of work is to be submitted by the successful tenderer. The total security deposit shall be refunded/ returned after 3 months of completion of work on certification by Engineer-in-charge.

Forfeiture of Security Deposit :

The SD money shall stand forfeited in favour of IREL (India) Limited, without any further notice to you in the following circumstances:

- (i) In case of any failure whatsoever on the part of the Supplier/ contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.
- (ii) If the Supplier/ contractor indulges at any time in any subletting/ sub-contracting of any portion of the supplies/ works without approval of IREL(India)Limited.
- (iii) If the Supplier/ contractor abandons the supply /order.

5.0. EMPLOYMENT LIABILITY:

- i. You shall solely and exclusively be responsible for engaging or employing persons for the execution of this work. All employees engaged by you shall be in its pay roll and be paid by them. IREL (India) Limited will have no liability whatsoever concerning the workmen engaged for this service of you. You shall indemnify IREL(India)Limited against any loss/damage/liability arising out of in the course of its employing persons or out of relations with its employees. You shall make regular and full payment of wages along with statutory dues in the presence of the representative of IREL(India)Limited to the workmen within 7th of the following month irrespective of whether you have raised the bill or not and furnish necessary documents whenever required by the competent authority. You shall comply with all Acts, Laws and Regulations applicable to the area with regard to performance of the work and including, Minimum Wages Act, 1948, Contract Labour (R&A) Act, 1970, Workmen's Compensation Act, 1923 Industrial Dispute Act, 1947 and take such steps as may be deemed necessary in this regard. It shall be directly responsible for any dispute arising between them and their personnel and keep IREL(India)Limited OSCOM indemnified against losses, damages or claims arising thereof.
- ii. In case of complaint of non-fulfillment of any obligation under the contract, IREL(India)Limited reserves the right to with hold the payments due to them and out of such amount or amount of security held, if any or amounts likely to fall due to them (but without obligation to do so) to make such payment as it may consider necessary for smooth and unhindered working.
- iii. There will be no relations of employer and employee between our IREL (India) Limited and the personnel so engaged by you under the contract and no claims for any employment in IREL(India)Limited will be entertained or tenable. It shall be the sole responsibility of you to regulate and effect any terms of employment with the engaged persons without any liability whatsoever to the IREL (India) Limited.

6.0 PAYMENT TERMS:

Our payment terms are "100% payment within 30 days on due certification of Bill/ running Account Bill by our Engineer-in-Charge. You shall submit to IREL account bill (also known as 'Running account Bill') showing the estimated contract value of the permanent work executed till the date of raising the bill accompanied by detailed measurements. You will be paid the amount admissible on the certificate of the engineer – in-charge the amount due to you on account of the estimated value of the permanent work executed at site, after deduction there from the amount already paid, the value of materials supplied by IREL (if any), Income-tax, works tax, or any other statutory dues as applicable.

You shall have to submit the Final bill immediately after completion of work but not later than a maximum period of 40 (forty) days after successful execution of work along with all relevant documents such as certified measurements, material reconciliation statement, statement of materials and scrap returned to stores, labour payment, PF clearance etc. If you fail to submit the final bill within the stipulated period then your claim for payment may not be considered.

The final bill shall be checked by Engineer-In-Charge within 20 days after its receipt and returned to you for corrections, if any are needed. You have to resubmit the bill with corrections within 20 days of its return by Engineer-In-Charge. The resubmitted bill shall be checked and paid within 30 days of its receipt.

TDS will be deducted by IREL(India)Limited from the bills of the contractor as per IT Act'1961 & GST act and rules.

4.1 No Mobilization advance will be paid.

4.2 No Secured advance will be paid for the work.

4.3 No other advance unless and otherwise stated elsewhere in the documents such as General Conditions of Contract, Special Conditions of Contract, etc. shall be payable.

7.0 DELAY IN MOBILISATION AND LIQUIDATED DAMAGES

AS PER GENERAL CONDITIONS IF CONTRACT (GCOC) SL NO. 2.16.

8.0 CONTRACTORS- FURNISHED INSURANCE:

Insurance Cover for Workmen:

The contractor shall obtain adequate Insurance Policy in respect of his workmen to be engaged for the work compulsorily towards compensations as admissible under the Workmen's Compensation Act 1923, and Rules framed there under upon death/disablement of a worker and the same has to be produced before start of the work. All workers whose salary is more than Rs 15,000/- per month need not to be covered by ESI. However, contractor to take insurance policy to cover the risk towards temporary disablement and permanent disablement for the workmen.

CONTRACTOR shall at his cost and expense take out from a suitable insurance company acceptable to owner and maintain for the entire period until completion of work or until such time thereafter as the CONTRACTOR may consider appropriate the following insurances.

(1) Workmen's Compensation Insurance (WCI) This insurance shall confirm to and satisfy all the requirements of the applicable laws and regulations of the country, state territory or province having jurisdiction over the contractor's employees engaged in the WORKS.

(2) Employer's Liability Insurance (ELI) the insurance shall cover the liability of the CONTRACTOR as employer, for compensation beyond the coverage of the Workmen's Compensation Insurance for bodily injury to or loss of life the contractor's employees while engaged in the WORKS. **(Minimum cover under Employer's Liability Insurance (ELI) shall be Rs. 15, 00,000/-)**

(3) Third Party Liability Insurance (TPL) This insurance shall cover legal liability for bodily injury to loss of life of and/or damage to and loss of properties of the third person party arising out of the performance by the contractor of the works.

(4) Automobile Liability Insurance (ALI) This insurance shall cover all the contractor's liabilities in connection with use by the contractor for the WORKS of any mobile equipment and automobile and when used which are owned, non-owned hired and otherwise placed under the contractor's administration and control, for bodily injury to loss of life of and/or property damage of any person or party.

(5) Movable All Risks Insurance (MRI) This insurance shall cover the damage to and/or loss of the construction equipment including the contractor's temporary works, owned, non-owned, hired or otherwise placed under the contractor's administration and control with the full replacement value coverage for each and every occurrence.

(6) Other Insurance Other insurance which shall be necessary or which the CONTRACTOR deems necessary for proper performance of the WORKS e.g.

- Overseas (and/or Domestic) Travellers' accident Insurance.
- Burglary Insurance
- All Risks marine cargo Insurance for the contractor's construction equipment, tools and machinery, and for equipment and materials that the contractor's temporary works and that the contractor under the contract may supply for the works and/or the permanent WORK and

9.0 Safety:

The contractor shall abide with all the safety regulations in force. The contractor shall comply with all applicable provisions of contractor safety management policy of OSCOM (copy of CSMP can be obtained from safety department of OSCOM unit) and other precautionary measures which the shift-in-charge has in effect at the site.

All work force employed by the contractor with in IREL Premises shall be certified skilled work force as per MSDE39/12/2022 AP dated: 12 Sept 2022. You shall provide recognition of prior learning (RPL) certificate / Proficiency certificate for they workforce engaged by the contractor.

The contractor shall comply with all the instructions given by the Shift-in-Charge regarding safety precautions, protective measures and all other practices which in the opinion of the Shift-in-Charge might be hazardous. The manpower deployed by the contractor shall undergo periodic training conducted at IREL (India) Limited on safety. The contractor shall at your own expense arrange for the safety provisions as appended to these conditions (Safety codes) or as required by the Engineer-in-charge in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case you fail to make

arrangements and provide necessary facilities as aforesaid, the Engineer -in-Charge shall be entitled to do so and recover the cost from the contractor.

10.0 MODE OF PAYMENT:

All payment shall be released after deducting the following:

- (a) Compensation recoverable, if any.
- (b) Recoveries on account of IREL(India)Limited's facilities and services
- (c) Deduction towards retention money.
- (d) Deduction if any towards re-coupment of any amounts forfeited, adjusted, deducted out of security deposit.
- (e) Statutory deductions such as IT(TDS) as per rules in vogue.
- (f) Any other deductions.