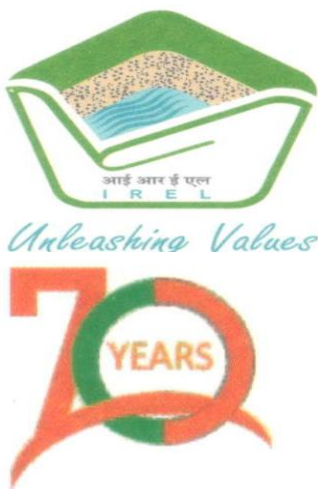


**This notice is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected IREL's registered suppliers. Unsolicited offers are liable to be ignored. However, suppliers who desire to participate in such tenders in future may apply for registration with IREL as per procedure.**



## आईआरईएल (इंडिया) लिमिटेड IREL (India) Limited

(पूर्वमेंडियनरेअरअर्थ्सलिमिटेड Formerly Indian Rare Earths Ltd.)

रेअरअर्थ्सप्रभाग Rare Earths Division,

उद्योगमंडल Udyogamandal, कोची Kochi-683501

CIN: U15100MH1950GOI008187

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

GST ID No. 32AAACI2799F2ZM

IREL/RED/Udyogamandal/25-26/ 33659/

April 17, 2025

Sub: Tender for "Providing Concreting at Trench No.14".

Ref: 1. Tender No. IREL/Udyogamandal/25-26/ 33659 dated 17.04.2025

2. Tender Due Date and Time: 02.05.2025, 10.30 Hrs.

Dear Sir,

We invite your attention to the above referred tender.

Please go through the attached terms & conditions of this tender before submitting your offer. If any clarifications are required, please contact IREL officials before quoting. No clarifications shall be obtained / entertained from bidders after opening bid.

You are requested to submit the duly filled, signed and seal affixed IREL Tender Documents along with price in a sealed cover super scribed with the Tender No. and due date addressed to the CGM & Head, IREL (India) Limited, RE Division, Udyogamandal – 683 501 Kerala. Sealed tenders shall be deposited in the box kept at our Main Gate. Offers received after the due date and time will not be considered for evaluation. Offers through e-mail will not be considered.

The due date of the tender is 02.05.2025 10.30 Hrs.

Yours truly,

For IREL (India) Limited

Shri. V A Anil Kumar

Chief Manager -Technical (Purchase)

**SCHEDULE OF TENDER**

Tender No.	IREL/Udyogamandal/25-26/33659
Name of Work	<b>Providing Concreting at Trench No.14</b>
Type of Tender	Limited Tender,
Estimated Cost	Rs.4,93,240/- (inclusive of all)
Date of closing of bid for submission of Bids	02.05.2025, 10.30 Hrs.
Date & time of opening of bid	02.05.2025, 11.00 Hrs.
Validity of tender	90 days from bid due date

## **DISCLAIMER**

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

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

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

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

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

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

## **GENERAL INSTRUCTIONS TO BIDDERS**

### **1.0 EFFECT AND VALIDITY OF BID**

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

### **2.0 RIGHT TO REJECT THE TENDER**

- (a) IREL reserves the right to reject any tenders whatsoever without assigning any reason thereof.
- (b) IREL reserves the right to modify/ add/ reduce the scope, either in whole or in part any of the clauses mentioned herein without assigning any reason thereof.

Further IREL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b. consult with any Bidder in order to receive clarification or further information;
- c. pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- d. retain any information and/ or evidence submitted to IREL by, on behalf of, and/ or in relation to any Bidder; and/ or
- e. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder

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

### **3.0. PRICES:**

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

### **4.0. TENDER RATES:**

- a) The rates quoted in the price schedule shall be in Indian rupees only. The quoted rates shall be firm throughout the period of Contract including extension of time, if any. b) If the bidder submits abnormally low bid in combination with other elements of the bid which raises material concern as to the capability of the bidder to perform the contract at the offered price, the bidder shall be asked to provide detailed price analysis of the bid in relation to the scope, schedule allocation of risk and responsibilities and any other requirements of the bid documents. If the bidder fails to demonstrate its capability to deliver the contract at the offered price the price bid shall be considered un-responsive.
- b) Organization is the final authority to judge the tender called items and has every power - to accept or reject the same without assigning any reasons

## 5.0 **PURCHASE PREFERENCE FOR MICRO & SMALL ENTERPRISES (MSE's)**

- 5.1 Benefits, as prescribed by the MSME Policy of the Government of India shall be provided to MSE vendors registered as manufacturers for the goods procured or for the service providers. The procuring Entity reserves its option to give price preference to Micro and Small Industries in comparison to the large-scale industries as per policies of the Government from time to time.

## 5.2 **RXIL (TReDS) PLATFORM**

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

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

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

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

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

*For any registration queries, vendors may please contact,*

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

*RXIL Relationship manager Mr Kirti musale : +91 90048 17501 email: [kirti.musale@rxil.in](mailto:kirti.musale@rxil.in)*

*IREL (India) Limited Unit Administrator Mr. R. Abel Devadhason : +91 9443607155 email: [purchase-red@irel.co.in](mailto:purchase-red@irel.co.in)*

*IREL (India) Limited Nodal Officer Mr. K.V.Ramakrishna: +918104997177 email: [kramakrishna@irel.co.in](mailto:kramakrishna@irel.co.in)*

## 6.0 **METHOD OF SELECTION:**

bidders meeting all the tender conditions as eligible will be scrutinized for responsiveness and IREL shall consider placement of order on the qualified bidder, whose offer shall be overall lowest. However, IREL reserves the right to accept or reject all or any tender without assigning any reasons and does not bind itself to accept the lowest offer.

**Note:** To assist in the examination of documents submitted by the bidder IREL may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

## 7.0 **MAKE IN INDIA**

For this procurement, Public Procurement (Preference to Make in India). Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent Orders issued by the respective Nodal Ministry shall be applicable. The bidder to provide certificate for minimum 50% and 20% local content required for qualifying Class 1 Local Supplier. The bidder to provide needful certificate as a proof.

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

The bidder to provide needful certificate.

- 9.0 IREL reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. IREL also reserves the right to increase the ordered

quantity by up to 25% of the contracted quantity during the currency of the contract at contracted rates. Bidders are bound to accept the orders accordingly.

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

- a) Security deposit (SD) shall be uniformly levied @ 5% of contract value (excluding Taxes) towards satisfactory completion of the order/works as under:
- b) For works contract valued more than Rs.2 lakhs. b) For supply & service contract valued more than Rs.5 lakhs.

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

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

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

Purchase Department should immediately forward the SD to finance department for necessary action under intimation to EIC/ OIC.

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

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

BG format for security deposit is attached in Annexure-XIV.

The SD shall not bear any interest and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order.

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

**11.0 RETENTION MONEY**

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

**12.0 REFUND OF SD AND RETENTION MONEY**

- 12.1 Before releasing SD or retention money in respect of supplies/works, a "No Due Certificate" shall be issued by EIC/OIC duly countersigned by head of the department

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

### **13.0 FORFEITURE OF SD & RETENTION MONEY**

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

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

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

### **14.0 REQUIRED DOCUMENTS TO BE SUBMITTED ALONGWITH TECHNO-COMMERCIAL BID.**

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

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

Purpose	Name	E-mail ID	Contact No.
For Bid/tender related query	Shri. VA Anil Kumar CM-Technical (Purchase)	purchase-red@irel.co.in	0484-2545199 9443482644
For Technical Specification / Scope of work related query	K Sankaralingam Manager-Technical (Civil)	civil-red@irel.co.in	91 9847051201
For Consignment / Goods Transportation related query	Shri. Sanjaykumar Vind SM-Technical (Stores)	stores-red@irel.co.in	91 8301997625
For Payment/refund related query	Smt. P Kamalam DGM - Finance (A & E)	finance-red@irel.co.in	91 8593994144



**PRE-QUALIFICATION CRITERIA**

Tenderer should meet the following minimum pre-qualification criteria:

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

(i) Execution of at least one order for “similar work for a value of not less than Rs.3.94 Lakhs ”

OR

(ii) Execution of two orders for “similar works for a value each not less than of Rs.2.47 Lakhs ”

OR

(iii) Execution of three orders for “similar works for a value each not less than of Rs.1.97 Lakhs ”

**Definition of similar work(s):** Any civil construction/ repair / maintenance works

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

2. **FINANCIAL SOUNDNESS:** Average annual financial turn over during last three years ending March 2023 / 2024 shall not be less than Rs. 1.48 Lakhs. Financial Statements of latest IT Returns / Annual report containing balance sheet & statement of profit & loss account for the above periods is to be submitted. In case of Public/ Private Limited companies, Published annual accounts will be accepted.

3. **CONCURRENT COMMITMENT**

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

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

4. **CRITERIA FOR DISQUALIFICATION**

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

## SPECIAL CONDITIONS OF CONTRACT (SCOC)

### **1.0 SCOPE OF THE WORK**

The technical specification of the work are as follows,

- 1.1. Chipping of damaged concrete surface/layers using portable electrically operated breaker machine unit in low vibration mode/ without affecting the adjacent structure, cleaning and shifting the all waste/debris generated as directed by Engineer-in-charge.
- 1.2. Providing and laying M 20 Grade ready mix concrete for flooring 75-150mm thick (approx) with minimum cement of 330 kg/m<sup>3</sup> by using 20 mm downgraded broken stones, mechanically vibrated, consolidated, curing, smooth finishing, levelling, slope towards the edge, including usage of quality material as approved, cost, conveyance, lead, lift of all materials, labour, including chipping and cleaning etc., Before carryout the concrete, the button mark at regular intervals shall be done with slope towards the edge.
- 1.3. Providing form work / side shuttering using suitable thickness shuttering plywood with wooden runners or MS shutters, strong enough to withstand the loads and forces caused by ramming and vibrations of concrete and other incidental loads, imposed upon it during and after casting of concrete.
- 1.4. The work must be carried out generally as per the technical specification and the contractor must be willing to undertake minor changes to suit the site conditions and as per company requirements. The successful contractor must ensure full compliance of the directives of Engineer-in-charge during every stage of work.

### **2.0 SCOPE OF SUPPLY OF MATERIALS**

- 2.1 IREL will provide the following utilities free of cost

- a) Water
- b) Electricity

- 2.2 Electricity and water will be made available at a single point from where the contractor shall make their own arrangements for using the same, following safety regulations practiced in IREL.
- 2.3 All materials, working implements, scaffoldings, safety gadgets & labour, machineries, vehicles, tools & consumables required for completion of the work in all respects are under the scope of contractor.

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

1	Ready Mix Concrete	Ultra Tech/ ACC/ RMC Ready Mix India Pvt Ltd/ Neptune/RDC or Equivalent having in-house testing lab facility
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### **4.0 PERIOD OF CONTRACT**

- 4.1. The work shall be commenced within 7 days of receipt of work order.
- 4.2. This CONTRACT shall remain valid for a period of 1 month from the date of receipt of work order/LoI. However, IREL (India) Limited reserves the right to terminate the contract at any time before the expiry of the normal tenure in case service is found to be deficient/ unsatisfactory.
- 4.3. Seven days' time from the date of dispatch/posting of work order/letter by IREL will be considered for the receipt of work order unless proven otherwise by the contractor.
- 4.4. Permitted work timings inside factory premises is from 0800 hrs to 1600 hrs. Any request for extension of time will be entertained only in case of exigencies under the sole discretion of E-I-C.
- 4.5. Hindrance register & Daily log register showing description of work, number of labours engaged, location of work on each day from date of commencement shall be maintained by the successful bidder. In addition, any delay on the part of IREL in handing over the site or stoppage of work-in-progress for any maintenance requirements or site constraints or Non-availability conference hall due to urgent meetings due to which affecting the progress of work or any unsafe condition to carry out the work etc., will be recorded in hindrance register by contractor on each day. The time of completion will be extended with number of working days affected due to valid / genuine reasons

observed in Hindrance register after certified by EIC. However, it is the responsibility of the contractor to bring the above hindrances to the attention/notice of the EIC and jointly record in the register within 2 days time of hindrance occurred otherwise the same will not be considered for any extension of time.

## **5.0 PAYMENT TERMS**

- 5.1. 95% of the actual executed contract value (final bill amount) less statutory deductions applicable and part payments, retention money shall be released on completion of the entire work in all respects within 30 days on due certification of Bill by our Engineer-in-Charge.
- 5.2. You shall have to submit the Final bill immediately after completion of work but not later than a maximum period of 40 (forty) days after successful execution of work along with all relevant documents such as certified measurements, material reconciliation statement, statement of materials and scrap returned to stores, labour payment, PF clearance etc. If you fail to submit the final bill within the stipulated period then your claim for payment may not be considered.
- 5.3. The final bill shall be checked by Engineer-In-Charge within 20 days after its receipt and returned to you for corrections, if any are needed. You have to resubmit the bill with corrections within 20 days of its return by Engineer-In-Charge. The resubmitted bill shall be checked and paid within 30 days of its receipt.
- 5.4. TDS will be deducted by IREL (India) Limited from the bills of the contractor as per IT Act'1961 & GST act and rules.
- 5.5. No Mobilization advance or Secured advance will be paid for the work.
- 5.6. No other advance unless and otherwise stated elsewhere in the documents such as General Conditions of Contract, Special Conditions of Contract, etc. shall be payable.
- 5.7. The contractor is responsible and liable to remit all statutory dues, collected/included in the Price Schedule of the contract, to the Statutory Authorities without fail. IREL is not responsible for remittance of such tax collections.
- 5.8. Balance 5% retained from each running account bill plus security deposit if any will be returned after the guarantee period or against submission of bank guarantee for the said amount & period.

## **6.0 GUARANTEE**

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

## **7.0 SAFETY, SUPERVISION & HOUSE KEEPING**

- 7.1. The contractor is fully responsible for carrying out the work in safe manner. Successful contractor has to carry out the work with utmost care and as per the rules laid down by IRE safety department. Safety permit for working at heights and hazardous areas must be obtained on daily basis prior to starting of the work. Every effort must be taken to see that, as far as possible the normal production work should not get affected due to the work.
- 7.2. Contractor has to ensure that supervisor is provided at the site for ensuring the progress of the work and availability of all safety appliances to the workmen.
- 7.3. Safety belt, face mask/respirator shall be used by the personnel while working. The safety belt shall be suitably anchored to the structural members inside/lifeline provided using wire rope.
- 7.4. The work must be carried out under close supervision and without causing any damage / hindrance to the existing structure or equipment's and other activities in the surrounding areas.
- 7.5. The work spot shall be cleared of the waste materials / debris on daily basis. On completion of the work, all working implements, scaffoldings, excess materials if any etc., must be removed from site.
- 7.6. Special Work Permit shall be obtained for working at heights and other hazardous areas as specified by Safety department prior to commencement of work on each day.
- 7.7. The contractor must provide Personal Protective Equipment's like safety shoes, helmet, gloves, goggles etc., for their workmen suitable for the working environment and also as per the advice of Safety-in-charge / Engineer-in-charge.
- 7.8. All extension boards brought by the contractor shall be fitted/equipped with ELCB or the contractor shall provide a separate main electrical board with ELCB for taking extension lines. All portable equipments brought by contractor shall meet the relevant safety standards/IS requirements.

## **8.0 ENGINEER-IN-CHARGE**

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

## **9.0 INSPECTION & TESTING**

- 9.1 Cube testing shall be carried out during the progress of the work to ascertain the quality of work. The number of concrete cubes to be tested shall be as per IS: 456. However, in case of ready-mix concrete confirming to IS: 4926, the number of cubes to be tested shall be as per the provisions in the standard. The concrete cubes shall be casted at site as per relevant IS standard and tested at approved laboratories (CUSAT, GCDA or any other NABL accredited lab etc., with prior intimation to/ permission of EIC) on 28th day from the day of casting of the cubes. The laboratory test results shall be tabulated and furnished to Engineer in charge (EIC). The EIC will pass the concrete if average strength of the specimens meets the requirement specified in the relevant IS codes. In addition to this, the contractor may provide test certificate from the RMC manufacturer, if instructed. The transportation & testing charges shall be borne by the contractor.
- 9.2 If any portion of the works fails to pass the tests, test of the said portion shall, if required by the Engineer-in-Charge or by you, be repeated within a reasonable time on the same terms and conditions and all reasonable expenses for the repetition of the tests shall be borne by you or deducted from the amount due to you. In lieu of repeat cube test, you shall arrange of core testing as per relevant IS standards.
- 9.3 Concrete of each grade shall be liable to be rejected if it is porous or honeycombed, its placing has been interrupted without providing a proper construction joint, reinforcement has been displaced beyond the tolerances specified or construction tolerance have not been met. However, the hardened concrete may be accepted after carrying out suitable remedial measures to the satisfaction to the Engineer-in-charge.
- 9.4 Curing shall be carried out after the completion of concrete, next day by providing necessary bund to stagnation /pond of water for 14 days minimum.

## **10.0 OTHER CONDITIONS**

- 10.1. The works shall be carried out as per direction of HPU officials of BARC/IREL during the course of contract. Working time inside the storage shed will be restricted considering the safety of working personnel. The bidder shall arrange two or more batches /shift of their labours in rotation basis for continuation of the work. The special radiological safety work permit will be taken on daily basis.
- 10.2. The volume of concrete shall be considered as per actual site measurement. Higher side tolerance in any case will not be considered for payment.
- 10.3. For works where no specification is laid down in the Contract as aforesaid, such works shall be carried out in accordance with the specifications decided by the Engineer-in-Charge.
- 10.4. Finally clearing away of all rubbish surplus materials, plant, etc, on completion of the work and dressing and levelling off and restoring the site to a tidy condition prior to handing over the work to the Engineer-in-Charge or his authorized assistant and also its maintenance until so taken over.
- 10.5. Any materials brought to the site of work, or any work done by the Contractor but rejected by the Engineer-in-Charge as being not up to the specifications shall in the case of materials supplied be then and there removed from or broken up at the site of work, and in the case of work done be dismantled or rectified at the expense of the contractors as may be ordered by the Engineer-in-charge.
- 10.6. No workmen below 18 years will be permitted to work. For all hazardous works experienced personnel shall only be engaged.
- 10.7. The bidder can inspect the site on any working days at our specified visiting hours with the permission of Engineer concerned of Civil Section/Purchase Dept. The bidders are also advised to study the labour supply/availability, trade union practices and labour rates prevailing at Udyogamandal.
- 10.8. The contractor shall engage supervisory person at site having degree (B Tech /BE/ Diploma in Civil Engineering) with minimum 1 year post qualification experience in civil construction or maintenance works. Non-compliance of the same shall attract a penalty of Rs. 1000/- per day from the date of commencement of work.

#### 11.0 PENALTY FOR NON-COMPLIANCE

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

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

#### 12.0 VARIATION IN QUANTITIES

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

**BILL OF QUANTITIES (BOQ) / PRICE SCHEDULE**

Sl. No	Description of work	Qty	Unit	Rate/Unit	Amount
1	Providing and laying M 20 grade ready mix concrete for flooring 75-150mm thick (approx) with minimum cement of 330 kg/m <sup>3</sup> by using 20 mm downgraded broken stones, mechanically vibrated, consolidated, curing, smooth finishing, levelling, slope towards the edge, including usage of quality material as approved, cost, conveyance, lead, lift of all materials, labour, including chipping and cleaning the entire surface etc., but excluding cost of formwork which will be paid separately under relevant item.  <i>The rate shall include labour charges &amp; cost of all materials, tools, accessories etc. for carrying out the complete work.</i>	40	m <sup>3</sup>		
2	Providing shuttering / formwork using plywood with sufficient wooden runners or MS sheets with enough strength to withstand the load of mechanical vibrator during compaction of concrete.  <i>The rates shall include labour charges for fixing and removal of formwork after use, rental charges/ cost of materials, transportation etc., required for the complete work.</i>	10	m <sup>2</sup>		
	Sub Total				
	GST @.....%				
	Grand Total  Rupees..... .....only)				

In case of any discrepancy between the rate and amount, the rate will govern and between figures and words, words will prevail. The decision of the Competent Authority in this regard shall be final and binding on all parties.

**Undertaking by tenderer**

The amount quoted as Grand Total above is inclusive of all taxes. and is the full and final amount that will be charged by us for carrying out the tendered work. We shall not be making any further claims on IREL and IREL shall, in no manner whatsoever, be liable for any further payments with regard to this work. We undertake to make payment of all taxes regarding this tender to the statutory authorities without fail and we hereby indemnify IREL from any issues arising therefrom.

**Evaluation of Bids:** Contract will be awarded to technically and commercially qualified bidder with the lowest price considering/ deducting tax benefits to IREL, wherever applicable.

**DETAILS TO BE FURNISHED ALONG WITH THE OFFER**

Sl. No.	Description of work	GST in %	HSN Code
1	<p>Providing and laying M 20 grade ready mix concrete for flooring 75-150mm thick (approx) with minimum cement of 330 kg/m<sup>3</sup> by using 20 mm downgraded broken stones, mechanically vibrated, consolidated, curing, smooth finishing, levelling, slope towards the edge, including usage of quality material as approved, cost, conveyance, lead, lift of all materials, labour, including chipping and cleaning the entire surface etc., but excluding cost of formwork which will be paid separately under relevant item.</p> <p><i>The rate shall include labour charges &amp; cost of all materials, tools, accessories etc. for carrying out the complete work.</i></p>		
2	<p>Providing shuttering / formwork using plywood with sufficient wooden runners or MS sheets with enough strength to withstand the load of mechanical vibrator during compaction of concrete.</p> <p><i>The rates shall include labour charges for fixing and removal of formwork after use, rental charges/ cost of materials, transportation etc., required for the complete work.</i></p>		



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7.5 GENERAL INFORMATION:

c) **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.

e) **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.

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

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.

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 :

### 7.7.2 The Letter of Acceptance;

773 The Instructions to Bidders (ITB);  
774 Special Conditions of Contract (SCC).

7.7.5 General Conditions of Contract (GCC)

7.7.6 Any other document forming part of the

Works shown in the DRAWING but not mentioned

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.

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 contract 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.

8.1 CONTRACTOR shall at all times, indemnify and keep indemnified IREL against all claimors 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 these of CONTRACTOR's technical Information for the construction, maintenance, and operation of PLANT and the use of CONTRACTOR's and/or any other processes, licensor processes used in PLANT. IREL shall pass on all claims made against it to CONTRACTOR for settlement.

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.

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.

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.

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.

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, in so far his area of operation is concerned.

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.

9.0 INDEMNITIES:

#### 9.1.1 INDEMNIFICATION FOR LIABILITIES:

### 9.1.2 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

9.1.2.1 WORK, any EQUIPMENT

9.1.2.2 the presence, discharge, tre

WORK excluded)

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

9.12.5 Any breach of CONTRACT with any SUB-CONTRACTOR/VENDOR, provided, however, that CONTRACTOR shall not be required under this Clause to indemnify REL 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.

### 9.1.3 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 needto prepare E-Invoice under GST and submit monthly/ quarterly GST Return as per GST Rules. Failure to submit GST Return on time as per GST Rules may result into deduction GST while processing Bills.

9.1.4 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 9.1.1 and Clause 9.1.2 of which the IREL shall be named as beneficiary.

9.1.5 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.

### 9.1.6 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 furthermore 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.

9.1.7 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.

10.0 WORK TO BE TO THE SATISFACTION OF ENGINEER:

11.0 PROGRAMME TO BE FURNISHED:

As soon as practicable after the acceptance of his tender, the Contractor shall, if required, submit to the Engineer for his approval a programme showing the order of procedure and the method in which he proposes to carry out Works and shall whenever required by the Engineer or Engineer's representative furnish for his information particulars in writing of the Contractor's arrangement for the carrying out of the Works and of the constructional plant and temporary Works which the Contractor intends

	to supply, use or construct as the case may be. The submission to and approval by the Engineer or Engineer's representative of such programme or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the Contract.
12.0	<p>Contractors Superintendence:</p> <p>The Contractor shall give and provide all necessary superintendence during the execution of the works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's Obligation under the contract. The Contractor or one of his competent and authorised agent approved of in writing by the Engineer (which approval may at any time be withdrawn) is to be constantly on the Works and shall give his whole time to the superintendence of the same. If such approval shall be withdrawn by the Engineer, the Contractor shall as soon as is practicable (having regard to the requirement of replacing him as here-in-after mentioned) after receiving written notice of such withdrawal, remove the agent from the Site and shall not thereafter employ him again on the Site in any capacity and shall replace him by another agent approved by the Engineer. Such authorised agent shall receive on behalf of the Contractor directions and instructions from the Engineer or (subject to the limitations of Clause 2 hereof) the Engineer's representative.</p>
13.0	<p>CONTRACTOR'S EMPLOYEE:</p> <p>The Contractor shall provide and employ on the Site in connection with execution and maintenance of the Works.</p> <p>(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</p> <p>(b) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the Works.</p>
13.1	The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person employed by the Contractor in or about the execution or maintenance of the Works who in the opinion of the Engineer misconducts himself or incompetent or negligent in the proper performance of his duties or whose employment is other-wise considered by the Engineer to be undesirable and such person shall not be again employed upon the Works without the written permission of the Engineer. Any person so removed from the Works shall be replaced without delay by a competent substitute approved by the Engineer.
14.0	<p>EXTRA SUPERVISION ON WORK:</p> <p>If in the opinion the Engineer, due progress is not made with the work in accordance with the contract, and/or the execution thereof becomes contrary to specifications, and/or badwork is executed and/or bad materials are used or supplied by the Contractor, and/or any directions given by the Engineer are not properly complied with or attended to the Engineer may if he considers it necessary or proper for the execution of the work in accordance with the contract, of which his certificate in writing will be sufficient evidence order the employment of extra supervising staff to supervise the work and the expenses of the employment including the salary of the supervising staff shall be provided by the Contractor, provided that the Engineer shall give to the Contractor not less than 7 days previous notice in writing of intention to exercise his power.</p>
15.0	<p>SETTING-OUT OF THE WORKS:</p> <p>The Contractor shall be responsible for the true and proper setting out of the Works and the correctness of the position levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instrument appliances and labour in connection therewith. If at any time during the progress of the works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor on being required so to do by the Engineer or Engineers representative shall at his own expense rectify such error to the satisfaction of the Engineer or Engineer's representative unless such error is based on incorrect data supplied in writing by the Engineer or the Engineer's representative in which case the expense of rectifying the same shall be borne by the Employer. The checking of any setting out or of any line or level by the Engineer or the Engineer's representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench marks, site rails, pegs and other things used in setting out the works.</p>
16.0	<p>USE OF EXPLOSIVES:</p> <p>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 &amp; shall be responsible for complying with all the Statutory obligations in these respects.</p>
17.0	<p>CARE OF WORKS:</p> <p>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.</p>
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 38 hereof.
17.2	<p>EXCEPTED RISKS:</p> <p>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".)</p>
18.0	<p>USE OF LAND &amp; BUILDINGS</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(e) 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.</p> <p>(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.</p>
19.0	DAMAGES TO PERSONS AND PROPERTY:
19.1	<p>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:</p> <p>(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.</p> <p>(b) The right of the IREL to construct the Works or any part thereof on over under in or through any land.</p> <p>(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.</p> <p>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.</p>
20.0	ACCIDENT OR INJURY TO WORKMEN:
(a)	The employer shall not be liable for or in respect of any damages or compensation payable as per or otherwise in respect of or in consequence of any accident or injury to any workmen or other persons in the employment of the Contractor or any Sub-Contractor and the Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect thereof in relation thereto.
(b)	The Contractor shall forthwith report all accidents and injuries as a result of his contractual work to the employer or his representative.
21.0	WORKMEN'S COMPENSATION ACT:
	The Contractor shall at all times indemnify the Employer against all claims for compensation under the provision of the Workmen's Compensation Act, 1923 (VIII of 1923) or any other law for the time being in force by or in respect of any workmen employed by the Contractor in carrying out the contract and against all costs and expenses incurred by the employer in connection therewith and (without prejudice to any other means of recovery) the employer shall be entitled to deduct from any money due or to become due to the Contractor (whether under this contract or any other contract) all moneys paid or payable by the Employer by way of compensation aforesaid or for costs or expenses in connection with any claim thereto and the Contractor shall abide by the decision of the Employer as to the sum payable by the Contractor, under the provision of this clause.
22.0	GIVING OF NOTICE AND PAYMENT OF FEES:
22.1	The Contractor shall give, all notices and pay all fees required to be given or paid to any Central or State, Statute, Ordinance or other Law or any rule, Regulation or Bye-Law of local or other duly constituted authority in relation to the execution of the Works or of any temporary works and by the rules and regulations of all public bodies whose property or rights are affected or may be affected in any way by the works or any Temporary Works.
22.2	<p>COMPLIANCE WITH STATUTES REGULATIONS ETC.:</p> <p>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.</p>
23.0	<p>FOSSILS ETC.</p> <p>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.</p>
24.(a)	<p>PATENT RIGHTS &amp; ROYALTIES:</p> <p>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 thereto.</p> <p>(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.</p>
25.0	INTERFERENCES WITH TRAFFIC ADJOINING PROPERTIES.
	All operations necessary for the execution of the Works and for the construction of any Temporary works shall so far as compliance with the requirements of the Contract permits be carried on so as not to interfere unnecessarily or improperly with the Public convenience or the access to use and occupation of public or private roads and footpath or to properties whether in the possession of the Employer's Workmen or of any other person and Contractor shall save harmless and indemnify employer in respect of all claims, demands, proceeding, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.
26.(a)	<p>EXTRAORDINARY TRAFFIC:</p> <p>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.</p>
(b)	<p>WATERBORNE TRAFFIC:</p> <p>Where the nature of the works is such as to require the use by the Contractor of water borne transport, the foregoing 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.</p>

27.0	<p>OPPORTUNITIES FOR OTHER CONTRACTORS:</p> <p>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.</p>
28.0	<p>SUPPLY OF PLANT, MATERIAL AND LABOUR:</p> <p>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.</p>
29.0	<p>DELAY IN OBTAINING MATERIALS BY THE EMPLOYER:</p> <p>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.</p>
30.0	<p>SITE CLEARANCE ON COMPLETION OF WORK:</p> <p>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.</p>
31.0	<p>RETURN OF SURPLUS MATERIALS:</p> <p>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.</p>
32.0	<p><b><u>WORK MATERIAL AND PLANT</u></b></p> <p><b>QUALITY OF MATERIAL &amp; WORKMANSHIP AND TESTS:</b></p> <p>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 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.</p> <p>Cost of samples: All samples shall be supplied by the Contractor at his cost.</p> <p>Cost of tests: The cost of making any test in performance of his works shall be borne by the Contractor.</p> <p>Cost of tests not provided for: If any test is ordered by the Engineer which is either,</p> <p>a. not so intended or provided or</p> <p>b. is not so particularised for or</p> <p>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.</p>
33.0	<p><b>ACCESS TO SITE:</b></p> <p>The Employer/Engineer and any person authorised by him shall at all times have access to the Works and to the Site and to all workshops and places where work is being prepared or where materials, manufactured articles or machinery are being obtained for the Works and the Contractor shall afford every facility for and every assistance in or in obtaining thereof to such access.</p>
34.0	<p><b>INSPECTION, TESTING AND EXPEDITING:</b></p> <p>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.</p>
34.2	<p>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.</p>
34.3	<p>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.</p>
34.4	<p>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.</p>
34.5	<p>Copies of all test results/ report of the tests shall be furnished promptly by the CONTRACTOR to EMPLOYER.</p>
35.1	<p><b>EXAMINATION OF WORK BEFORE COVERING UP:</b></p> <p>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.</p>
35.2	<p><b>UNCOVERING &amp; MAKING OPENINGS:</b></p> <p>The Contractor shall uncover any part or parts of the Works or make opening in or through same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been covered up or put out of view after compliance with the requirements of subclause (l) of this Clause and are found to be executed in accordance with the Contract, the expenses of uncovering making opening in or through reinstating and making good the same shall be borne by the Employer but in any other case all such expenses shall be borne by the Contractor and shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys due or which may become due to the Contractor.</p>
36.0	<p><b>REMOVAL OF IMPROPER WORK &amp; MATERIALS:</b></p> <p>The Engineer shall during the progress of the Works have power to order in writing from time to time:</p> <p>(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,</p> <p>(b) the substitution of proper and suitable materials and</p> <p>(c) the removal and proper re-execution (notwithstanding any previous test there of or interim payment there for) of any work which in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the contract.</p>
37.0	<p><b>DEFAULT OF CONTRACTOR IN COMPLIANCE:</b></p> <p>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.</p>
38.0	<p><b>SUSPENSION OF WORK:</b></p> <p>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.</p>
39.0	<p><b>SUSPENSION LASTING MORE THAN 90 DAYS:</b></p> <p>If the progress of the works or any part thereof is suspended on the written order of the Engineer for more than 90 days, the Contractor may serve a written notice on the Engineer requiring permission within 28 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by a further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the Works as an omission of such part under Clause 62 thereof or where it affects the whole Works as an abandonment of the Contract by the Employer.</p>
40.0	<p><b>ISSUE OF OTHER MATERIALS FROM IREL STORES:</b></p>
(i)	<p>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.</p>
(ii)	<p>Recovery Rates: In addition to the above, other materials from IREL stores can be supplied subject to availability if the Engineer is satisfied as to the necessity for such issues. Recovery rates for the materials so issued shall be IREL issue rates plus 12% plus GST as may be in force from time to time.</p>
(iii)	<p>Handling Conveyance etc: All handling, conveyance, etc. from place of issue to the worksite of the Contractor are to be borne by the Contractor and the rates quoted in the Tender Schedule cover these.</p>
(iv)	<p>Proper accounting: All materials issued to the Contractor whether free of cost or on cost recoverable basis shall be properly accounted for. Any loss or damage to the stores issued by IREL will be debited to the Contractor at the IREL issue rates plus 20% plus GST as may be in force from time to time.</p>
(vi)	<p>Excess/ misuse: Steel drawn in excess or misused will be charged at 100% over issue/ recovery rates as stipulated in the contract.</p>
(vii)	<p>Surplus stock: No claim will be entertained for non-supply or delay in supply of any or all the above stores.</p>
(viii)	<p>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.</p>

Signature and seal of the contractor





53.4	<p><b>EXTRA ITEM:</b></p> <p>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.</p>
54.0	<p><b>PROPERTY IN MATERIALS:</b></p>
54.1	<p>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 therefor, as hereinafter 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 thereof 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.</p> <p>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.</p>
54.2	<p><b>MATERIALS OBTAINED FROM DISMANTLEMENT &amp; EXCAVATION ETC:</b> 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 off to the best advantage of Employer.</p>
54.3	<p><b>RELICS, GOLD, SILVER FOUND IN OR UPON THE SITE:</b></p> <p>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.</p>
55.0	<p><b>NO APPROVAL BY VESTING:</b></p> <p>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.</p>
56.0	<p><b>MEASUREMENT</b></p> <p><b>QUANTITIES:</b></p> <p>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.</p>
57.0	<p><b>WORKS TO BE MEASURED:</b></p> <p>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 monthly 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.</p>
58.0	<p><b>MODE OF MEASUREMENT FOR CIVIL WORKS:</b></p> <p>The mode of measurement shall be as per Indian Standard 1200 latest, subject to the following:</p> <p>(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.</p> <p>(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.</p> <p>(c) In case of dispute regarding mode of measurement, the decision of the Engineer shall be final and binding on the Contractor.</p>
59.0	<p><b>PAYMENT FOR WORK DONE</b></p>
59.1.1	<p>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.</p>
59.1.2	<p><b>ON ACCOUNT PAYMENT:</b> 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 sheets 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.</p>
59.1.3	<p><b>COMPLETION CERTIFICATE:</b> 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.</p>
59.1.4	<p><b>FINAL PAYMENTS:</b> 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:</p> <p>A) A copy of the Completion Certificate issued by the Engineer.</p> <p>B) No Claim Certificate" in the prescribed form or a list of claims if any, not included in the final bill with full details.</p>
	<p>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.</p>
59.1.5	<p><b>SECURED ADVANCE:</b></p> <p>75% payment against bills as Secured Advance on the cost of all non-perishable materials brought by the Contractor to Site for use in the Works (excluding chargeable materials issued by the Company) as assessed and approved by the Engineer may be paid, provided the materials conform to the specifications of the contract 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.</p>
59.1.6	<p><b>BILL TO BE SUBMITTED MONTHLY:</b></p> <p>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 is 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.</p>
59.2	<p><b>BILLS TO BE ON PRINTED FORMS:</b></p> <p>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 hereinafter provided for such work.</p> <p>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.</p>
59.3	<p><b>RETENTION MONEY (IF PROVIDED FOR SUBMISSION IN THE TENDER):</b></p> <p>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.</p>
59.5	<p><b>SET-OFF:</b></p>
(a)	<p>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.</p>
(b)	<p>The Employer will be at liberty to recoup any damage/loss suffered as a result of any action on the part of the Contractor.</p>
59.6	<p><b>DEDUCTIONS FROM CONTRACT PRICE:</b></p> <p>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.</p>
59.7	<p><b>TAXES APPLICABLE TO CONTRACTOR'S MANPOWER, TURNOVER, EQUIPMENT ETC.</b></p> <p>The CONTRACTOR shall be solely responsible for all taxes that may be levied on the CONTRACTOR's turnover &amp; 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.</p>
59.8	<p><b>DEDUCTION OF INCOME TAX AT SOURCE:</b></p> <p>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</p>
59.9	<p><b>OVER PAYMENTS/ UNDER PAYMENTS DETECTED DURING TECHNICAL AUDIT:</b></p> <p>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.</p> <p>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.</p>
60.0	<p><b>APPROVAL BY MAINTENANCE CERTIFICATE:</b></p> <p>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.</p>
61.1	<p><b>MAINTENANCE CERTIFICATE:</b></p> <p>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 work 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.</p>
61.2	<p><b>CESSATION OF EMPLOYER'S LIABILITY</b></p> <p>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.</p>
61.3	<p><b>UNFULFILLED OBLIGATION:</b></p> <p>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.</p>
62.0	<p><b>URGENT REPAIRS:</b></p> <p>If by reason of any accident or failure or other event occurring to or in or in connection with the works or any part thereof either during the execution of the works or during the Period of Maintenance, 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 unwilling 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</p>

Signature and seal of the contractor

the Engineer's representative may consider necessary. If the work or repair so done by the Employer is work which in the opinion of the Engineer the Contractor was liable to do at his own expense under the contract, all cost and charges properly incurred by the Employer in so doing shall on demand be paid by the Contractor to the employer or may be deducted by the employer from any moneys due or which may become due to the Contractor. Provided always that the Engineer or the Engineer's representative (as the case may be) shall, as soon after the occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing.

63.0 RESOLUTION OF DISPUTES/ ARBITRATION:

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

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

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

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 Mumbai, and the language thereof shall be English.

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

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

63.5 JURISDICTION:

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

64.0 ACTS OF PARLIAMENT, LOCAL AND OTHER AUTHORITIES AND BYE-LAWS:

64.1 COMPLYING WITH REGULATIONS:

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

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

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

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

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

65.0 BREACH OF TERMS, SUSPENSION AND TERMINATION:

65.1.1 BREACH OF TERMS:

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

65.2 SUSPENSION:

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

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

65.3 TEMPORARY SUSPENSION:

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

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

65.4 EVENT OF DEFAULT:

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

65.4.1 CONTRACTOR EVENT OF DEFAULT:

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

- a. the CONTRACTOR fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Sub-clause 65.2 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as IREL may have subsequently granted in writing;
- b. The CONTRACTOR fails to commence the Works;
- c. The CONTRACTOR fails to ensure that Works Completion Date of the Plant is achieved as per schedule mentioned in the contract/ agreement;
- d. Any representation made or warranties given by the CONTRACTOR under this Contract is found to be false or misleading;
- e. The transfer, pursuant to law of either (a) the rights and/or obligations of the CONTRACTOR under the Contract, or (b) all or material part of the CONTRACTOR, except where such transfer in the reasonable opinion of IREL, does not affect the ability of the CONTRACTOR to perform, and the CONTRACTOR has the financial and technical capability to perform, its material obligations under the Contract;
- f. The CONTRACTOR suspends or abandons the Works without prior consent of IREL, provided that the CONTRACTOR shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under the Contract by IREL;
- g. the CONTRACTOR becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- h. the CONTRACTOR fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 63 hereof;
- i. the CONTRACTOR submits to IREL a statement which has a material effect on the rights, obligations or interests of IREL, and which the CONTRACTOR knows to be false;
- j. any document, information, data or statement submitted by the CONTRACTOR in its Bid/based on which the CONTRACTOR was considered eligible or successful, is found to be false, incorrect or misleading; or
- k. The CONTRACTOR repudiates the Contract or otherwise evidences an intention not to be bound by the Contract.

65.4.2 IREL EVENT OF DEFAULT:

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

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

65.5 RECOURSE TO EVENT OF DEFAULT:

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

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

65.6 TERMINATION DUE TO CONTRACTOR EVENT OF DEFAULT:

65.6.1 Without prejudice to any other right or remedy which IREL may have in respect thereof under the Contract, upon the occurrence of an CONTRACTOR Event of Default, IREL shall be entitled to terminate the Contract by issuing a Termination Notice (the "Termination Notice") to the CONTRACTOR, provided that before issuing the Termination Notice, IREL shall by a notice in writing inform the CONTRACTOR of its intention to issue the Termination Notice (the "Preliminary Notice"). In case the underlying breach/default is not resolved within a period of sixty (60) days from the date of the Preliminary Notice, IREL shall be entitled, to terminate the Contract by issuing the Termination Notice.

65.6.2 Upon termination of the Contract by notice of every Party to the other pursuant to Sub- clauses 65.5.1 b or 65.5.1 c hereof, the CONTRACTOR shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Works to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

65.7 PAYMENT UPON TERMINATION:

65.7.1 Upon termination of this Contract pursuant to Sub-clauses 65.5.1 c hereof, IREL shall make the following payments to the CONTRACTOR (after offsetting against these payments any amount that may be due from the CONTRACTOR to IREL): Remuneration pursuant to Schedule of rates hereof for Works satisfactorily performed prior to the date of termination;

65.8 DISPUTES ABOUT EVENTS OF TERMINATION:

65.8.1 If either Party disputes whether an event specified in Sub-clause 65.4.1 or in Sub-clause 65.4.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Sub-clause hereof.

66.0 LIMITATION OF LIABILITY:

Notwithstanding anything contrary contained herein, the aggregate total liability of Contractor under the Contract or otherwise shall be limited to 100% of contract price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

Signature and seal of the contractor



67.0	METHOD OF BLACKLISTING VENDORS:
67.1	Any failure by the vendor (CONTRACTOR) to supply/execute the contract as per order may result in blacklisting of vendor by the authority competent to conclude the contract. The blacklisted vendor shall not be considered for a minimum period of one year from the date of black listing.
67.2	Further, the competent authority may blacklist the bidder, if the bidder changes bid either techno-commercial and / or price or withdraw his bid after receipt of the same and during the validity period of bid.
67.3	Further, the vendor (CONTRACTOR) shall be banned from doing any business with IREL in case of : <ol style="list-style-type: none"> <li>If security considerations including question of loyalty to the state so warrant.</li> <li>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.</li> <li>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.</li> </ol>
67.4	An order for ban/ suspension passed for a certain specified period shall be deemed to have been automatically revoked on expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of suspension/ban passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.
67.5	An order of ban on grounds of conviction by Court of Law may be revoked if, in respect of the same facts, the accused has been wholly acquitted by a court of law.
68.0	SECRECY The CONTRACTOR shall not at any time during the pendency of the contract or there after disclose any information furnished to them by IREL or any drawings, designs, reports and other documents and information prepared by the Contractor for this contract, without the prior written approval of IREL except in so far as such disclosure is necessary for the performance of the Contractor's work and service hereunder.
69.0	LABOUR: (a) In respect of all labour directly or indirectly employed by the Contractor, Labour Rules, on the work, it shall be the bounden duty of the Contractor to abide by and to strictly comply with all labour legislations, as may be applicable, enacted by the parliament or by the State Legislature and the rules/regulations framed thereunder by the Central or State Government or Local Authorities providing for the conditions of employment protection of health, Sanitary arrangements, wages, provident fund, gratuity, welfare, and safety of workmen. These rules and statutory obligations shall be deemed to be part of the Contract. Instructions issued by the Employer in this behalf from time to time shall be equally binding on the contractor & the Contractor shall observe them stringently.
	(b) In the event of the Contractor failing to discharge his obligations imposed upon him by or under any statute as aforesaid, the employer shall be entitled to rescind the Contract at the sole risk and cost of the Contractor and/or recover from him the amount of loss sustained by the Employer.
	(c) It is advisable for the Contractor to properly and fully acquaint himself with all the legislations as applicable to his workmen and the work under this contract or in connection herewith, so as to preclude the possibility of infringement and non-compliance thereof and to make it easy for him to observe clause 69 without any deviation.
	(d) The Contractor shall maintain records, registers in respect of workers employed by him as required under various statutes and 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: <ol style="list-style-type: none"> <li>Arrange to provide cool and wholesome drinking water at appointed place/places near work site. The container of water shall be in hygienic condition.</li> <li>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.</li> </ol>
	(k) The Contractor shall arrange to get his workmen trained under Mines Vocational Rules-1966 at the Training Department of the Company and shall pay all statutory allowances for such training to his workmen under training. The Contractor shall ensure the proper use of safety appliances by his workmen throughout the course of their employment.
70.0	RETURNS OF LABOUR:
(a)	The Contractor shall if required by the Engineer deliver to the Engineer's representative or at his office a return in detail in such form and at such intervals as the Engineer may prescribe showing the numbers of the labour from time to time employed by the contractor on the Site.
71.0	LABOUR LICENCE:
(a)	The Contractor shall have to obtain a licence from Asstt. Labour Commissioner (Licensing Authority) within 15 days from the award of the Contract under Contract Labour (Regulation and Abolition) Act. 1970 and shall have to comply with all the provisions of the Act and Rules framed thereunder and shall ensure that no violations are pointed out by the Authorities under the Act.
(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.
72.0	WOMEN LABOUR:
	The working hours of women labour employed by the Contractor/ tenderer shall conform to the relevant labour acts in force. They shall not be detained after 7.00 PM and employed before 6.00 AM and in no case employed during the night time.
73.0	EMPLOYMENT OF CHILDREN:
	No child below the age of 18 years shall be employed. If children/young persons in the work premises are employed contravening the provision of the Factories Act, 1948 and rules framed thereunder, their agreement/ contract is liable to cancellation and/or termination without any compensation or notice.
74.0	ENTRY PASS:
	All representatives and workers of Contractor shall possess the Entry Pass issued from the Security Deptt. and concerned Officer/Engineer shall have the right to refuse the 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 Officer/Engineer without assigning any reason. The Contractor(s) shall ensure that any gate pass issued to their workmen or representatives by authorities are not misused by the unauthorised persons for entry in the plant area/ in specified area inside the plant.
75.0	SAFE CUSTODY OF ENTRY PASS:
	The Contractor shall be governed by the following provisions for enforcing safe custody and proper use of gate passes that may be issued to him for entry into the Plant area: <ol style="list-style-type: none"> <li>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).</li> <li>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.</li> <li>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.</li> <li>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.</li> </ol>
76.0	LIABILITY FOR ACCIDENTS AND DAMAGES:
76.1	The CONTRACTOR shall be responsible for loss or damage to the PLANT and provide new equipment and machineries in lieu of equipment/machineries lost/ damaged beyond repairs, free of cost until the PLANT is handed over after successful completion of performance guarantee test run. Notwithstanding the provisions in the CONTRACT, the CONTRACTOR shall not be responsible for any loss or damage to the PLANT or any part thereof if and to the extent that such loss or damage is not covered by insurance coverage such as War risk, provided the same is general exclusion of the policy of the EAR insurance. War Risks shall mean any of the following events occurring within India: War, hostilities, warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, civil war, rebellion, terrorism, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war.
76.2	The CONTRACTOR shall indemnify the IREL in respect of all damage or injury to any person or to any property (other than property forming part of the Work) and against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith which shall have been occasioned by the negligence of the CONTRACTOR or any SUB-CONTRACTOR, or by defective design (other than a design made, furnished or specified by the IREL and which the CONTRACTOR has disclaimed responsibility in writing within a reasonable time after receipt of the IREL's instructions), material or workmanship, any breach of the CONTRACTOR's obligations.
77.0	SAFETY CLAUSES:
	Before commencement of the work, the Contractor will give an undertaking in writing that they would abide by the safety Rules and Regulations laid down by the organisation rigorously and any deviation from this would make them liable for action.
(a)	SAFETY CLEARANCE: Along with contract document and job instructions from the contracting department, the Contractor will come to Safety & Training Deptt. where he will be further briefed and Contractor's Safety Management Policy will be explained. The Contractor will not be permitted to start the job without getting a written safety clearance from Safety & Training Deptt.
(b)	SHUTDOWNS The contracting department would take necessary shutdowns wherever there are hazards of gases, electricity, moving machinery, etc. The Contractor shall ensure that the shutdowns/ clearance are taken before sending workers in such locations.
(c)	WORK AT HEIGHT Whenever work at height is involved Contractor should obtain passes to work at height for these persons who will be required to work at height from Safety & Training Deptt.
(d)	INJURY TO WORKMEN The Contractor after preliminary examination at PHC may take his injured workmen to his own Doctor with a permission from the Doctor at PHC at his own risk giving an undertaking to that effect in writing to the Doctor. He will, however, have to keep S&T Deptt. informed about the nature of the injury and the period for which the injured person is off duty on account of injury.
(e)	RESPONSIBILITY FOR ACCIDENTS The Contractor shall be fully responsible for accidents caused due to his or his agent's or workmen's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation for injuries and delay work due to these accidents.
(f)	PRECAUTIONS & SUPERVISION: The Contractor shall take all safety precautions and provide adequate supervision in order to do the job safely and without damage to equipment.

(g)	<p><b>SAFETY CODE</b> The Contractors shall strictly follow the IREL Safety Code and also the instructions issued by the Safety &amp; 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.</p>
(h)	<p><b>OTHER ACTS RULES ETC.</b> 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.</p>
(i)	<p><b>FAILURE TO OBSERVE SAFETY RULES:</b> Failure to observe the safety rules will make the Contractor liable to penalty by way of suspension of work, fine and termination of contract.</p>
(j)	<p><b>SAFE USE OF VEHICLES:</b> 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.</p>
(k)	<p><b>THEFT ETC.</b> 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.</p>
(l)	<p><b>COMPENSATION :</b> 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.</p>
(m)	<p><b>PRECAUTIONS FOR VEHICULAR TRAFFIC:</b> 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.</p>
78.0	<p><b>INSURANCE:</b></p>
78.1	<p><b>GENERAL:-</b> CONTRACTOR shall at his own expense arrange, secure and maintain insurance with reputed insurance companies to the satisfaction of the EMPLOYER as follows:</p> <p>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 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.</p> <p>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.</p> <p>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.</p> <p>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 requisites, clearances, port clearances and other formalities relating to such import. The risk that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to time.</p> <p>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.</p>
78.2	<p>CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.</p>
i)	<p><b>EMPLOYEES' STATE INSURANCE ACT</b> 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.</p> <p>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.</p> <p>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.</p>
ii)	<p><b>WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:</b> 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.</p>
iii)	<p><b>TRANSIT INSURANCE:</b> 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.</p>
iv)	<p><b>COMPREHENSIVE AUTOMOBILE INSURANCE:</b> 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 or off the 'site' operations, irrespective of the Employment of such vehicles.</p>
v)	<p><b>COMPREHENSIVE GENERAL LIABILITY INSURANCE:</b> 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.</p> <p>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.</p> <p>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 partial 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.</p> <p>The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risk etc., in respect of all his plant, equipments and machinery, erection tools &amp; tackles and all other temporary attachments brought by him at site to execute the work.</p> <p>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.</p> <p>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.</p>
vi)	<p><b>ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER:</b> CONTRACTOR shall also carry and maintain any and all other insurance(s) which may be required under any law or regulation from time to time without any extra cost to EMPLOYER. He shall also carry and maintain any other insurance which may be required by the EMPLOYER.</p>
79.0	<p><b>General</b></p>
79.1	<p>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.</p>
79.2	<p><b>LOSSES DUE TO NON-COMPLIANCE OF INSTRUCTIONS:</b> 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.</p>
79.3	<p><b>RECOVERY OF SUMS DUE:</b> 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.</p>
79.4	<p><b>PAYMENTS, ETC. NOT TO AFFECT RIGHTS OF THE EMPLOYER:</b> No sum paid on account by the EMPLOYER nor any extension of the date for completion granted by the EMPLOYER shall affect or prejudice the rights of the EMPLOYER against the CONTRACTOR or relieve the CONTRACTOR of his obligation for the due fulfilment of the CONTRACT.</p>
79.5	<p><b>CUT-OFF DATES:</b> 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).</p>
79.6	<p><b>PARAGRAPH HEADING:</b> The paragraph heading in these conditions shall not affect the construction thereof.</p>
80.0	<p><b><u>RISK PURCHASE CLAUSE</u></b></p> <p>After award of the contract, if the tenderer fails to execute the work as per tender or at any time repudiates the order, IREL (India) Limited has the right to forfeit and invoke the security deposit and execute the order from other agencies at the risk and cost of the tenderer. The cost difference between the alternative arrangements and total contract value will be recovered from the tenderer along with other incidental charges. In case of execution of order through alternative sources and if price is lower, no benefit on this account will be passed on to the tenderer.</p>

**"ETHICS IN TENDERING & OTHER BUSINESS DEALINGS"**

Dear Sir,

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

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

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

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

Thanking you,

For IREL (India) Limited

Sd/-

Name R. Abel Devadhason

Designation Chief Manager- (Technical (Purchase)

**UNDERTAKING TO BE SUBMITTED BY BIDDERS FOR ADOPTING ETHICAL PRACTICES**

Date:

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

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

I / We agree and undertake:

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

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

Signature.....

Name.....

Title.....

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

## आईआरईएल (इंडिया) लिमिटेड IREL (India) Limited

रेअरअर्थ्सप्रभाग Rare Earths Division

## TECHNICAL DEVIATION STATEMENT FORM

TENDER NO:

Name of Work:

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

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

CLAUSE	DEVIATION (Including Justification)	REMARKS

Signature &amp; Seal of the Tenderer

Dated:

**Note:**

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

VENDOR UP-DATION DETAILS			
SI #	Organisation Details		
1	Name		
2	Address Type (Sales office address / Office Address / warehouse Address / Factory Address)		
	Building /House Number		
	Area/Street Name		
	City		
	State		
	Pin Code		
	Contact Details	Ph No:	
		Mobile No.	
		Email:	
3	Vendor Type ( Domestic / Import)		
4	Ownership Information (Private Limited Company/ One Person Company/ Limited Liability Partnership/ Partnership Firm / Proprietorship/ Co-Operative Society/ Trust/ Others).		
5	Nature Of Business (Manufacturer/ Dealer/ Trader/ Distributor/ Stockiest/ Channel Partner/ Indian Sales Office/ Subsidiary of Registered foreign supplier/ Indian Agents/ Service Provider)		
6	Whether Approved By Any Central Government/State Government/ Public Sector Undertakings /Reputed Private Organisations for similar items, for which registration is sought.		
7	PAN No.	Copy of the same may be attached.	
8	GSTIN ID		
9	Audited copies of P&L for the last three FY		
10	Valid MSE Udyam registration certificate, if any.	Yes	No
11	MSE ownership details.		
12	ISO Certification if any		
13	Registered in GEM Portal	Yes	No
14	MSE to confirm if they are registered from TReDs platform	Yes	No
15	Whether supplier/Service Provider is a Start-Up Enterprise. If yes provide the details.		
16	Whether she Company is under Litigation/Arbitration cases during last 5	Yes	No

	years?		
17	Whether company has been delisted/debarred from business with any PSU in India, and the reasons thereof?		
18	<b>Bank Details</b>		
	Name of bank:		
	Name of Bank Branch:		
	City/Place:		
	Account Number:		
	Account Type:		
	IFSC Code:		
	MICR Code:		
	Swift Code		
	Self-attested or Bank attested Bank details on Company letterhead or cancelled cheque		
	Current year Solvency Certificate		